VENETIAN COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS’ MEETING
SEPTEMBER 12, 2016
VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AGENDA
September 12, 2016 at 9:30 a.m.

To be held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

District Board of Supervisors
Jerry Jasper    Chair
Jim Shea       Vice Chair
Mike Craychee  Assistant Secretary
Barry Snyder   Assistant Secretary
Harry Orenstein Assistant Secretary

District Manager
Belinda Blandon Rizzetta & Company, Inc.

District Counsel
Andrew Cohen   Persson & Cohen, P.A.

District Engineer
Rick Schappacher Schappacher Engineering, LLC

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at 9:30 a.m. with the first section which is called Public Comment. The Public Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors’ discussion, motion and vote. The third section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fourth section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called Supervisor Requests and Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager’s office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.
AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on Monday, September 12, 2016 at 9:30 a.m. at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PUBLIC COMMENT
3. BUSINESS ITEMS
   A. Consideration of Proposal for Speed Cushion Repairs.................... Tab 1
      1. ANJ
      2. SiteMasters
   B. Consideration of Victory Security Services Contract Addendum................................................................. Tab 2
   C. Consideration of Fiscal Year 2016/2017 Insurance Proposals
   D. Consideration of Rizzetta & Company Contract for Professional Amenity Services......................................................... Tab 3
   E. Consideration of Rizzetta & Company Contract for Professional Field Services......................................................... Tab 4
   F. Consideration of Rizzetta & Company Contract for Professional District Services......................................................... Tab 5
   G. Consideration of BrightView Contract for Emergency Response in the Event of Hurricane......................................................... Tab 6
   H. Consideration of Agreement Between VCDD and WCI for Aerator Maintenance Shared Costs (Under Separate Cover)
   I. Consideration of Proposal to Invite Either an Off Duty Sarasota County Sheriff Deputy or an Off Duty Florida Highway Patrol Trooper into VG&RC for the Purpose of Monitoring and Controlling Moving Traffic Violations within the Community .. Tab 7
      1. 2016 Florida Statutes 316.3125 and 316.312 with Highlights
      2. Request for Information, Traffic Control VG&RC
      3. Florida Highway Patrol Off Duty Patrol Agreement
   J. Consideration of Roof Repair Quotes............................................. Tab 8
      1. EnviroTech
      2. CMM Commercial Contractors
   K. Consideration of Camera Security System.................................... Tab 9
   L. Consideration of Proposal to Replace the Lap Pool Recirculation Motor/Pump/Separator Assembly...................................... Tab 10
4. BUSINESS ADMINISTRATION  
   A. Consideration of the Minutes of the Board of Supervisors’  
      Meeting held on August 08, 2016 ................................................ Tab 11  
   B. Consideration of the Revised Minutes of the Facilities  
      Committee Meeting held on May 02, 2016 ................................. Tab 12  

5. STAFF REPORTS  
   A. District Counsel  
   B. District Engineer  
   C. River Club  
   D. Field Manager  
   E. District Manager  

6. SUPERVISOR REQUESTS AND COMMENTS  
7. ADJOURNMENT  

   We look forward to seeing you at the meeting. In the meantime, if you have any  
   questions, please do not hesitate to contact me at (239) 936-0913.  

   Very truly yours,  

   Belinda Blandon  
   Belinda Blandon  
   District Manager  

   cc: Andrew Cohen, Persson & Cohen, P.A.
A N J Excavation LLC
Armando Fuentes
1220 59th Ave E
Bradenton, FL 34203
941-405-5426
LIC # CUC 1225024

August 17, 2016

To: Rick Schappacher
Venetian Speed Cushion Replacement

A N J Excavation is proposing the following:

• Remove the bolts and hardware to the existing Speed Cushions
• Move the Speed Cushions up 6 inches from the original location
• Drill out the new holes in the asphalt
• Use the new hardware that will be supplied to A N J Excavation
• Install all the anchor and bolts as stated in the instructions
• Total cushions installed will be 10

Quoted Total- $1,950.00
I quoted $500 per cushion in July 2014
I invoiced $500 per cushion in March of 2015
Then, because of phone calls between us, somehow we changed that price to $500 per location...and I did a poor follow up job to verify (I guess), so I ended up giving $2000 back to the CDD.
Looking at it now, I don't see that I should have done that...But I will accept it as my responsibility...water under the bridge.

But price now will be same as "original"

Standing by for "go ahead"  (or not)

Thanks !!!!
Tab 2
Revision “A” to Victory Security Agency II LLC Service Agreement
With
Venetian Community Development District
Service Agreement Revision

Page 1

This Agreement Revision “A” is effective the 1st Day of August, 2016 by and between the Venetian Community Development District (hereinafter called the “Customer”) and Victory Security Agency II, LLC, (hereinafter called “Victory”), located at 1636 U.S. Highway I Suite 113 North Palm Beach, FL 33408.

Witnesseth:

Whereas, the Venetian Community Development District (“Customer”) is an independent special district established pursuant to Chapter 190, Fla. Stat., for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

Whereas, Victory is in the business of furnishing security guard services and the Customer desires to have Victory furnish security guard services to the Customer at the times and places hereinafter defined and the parties entered into a contract on October 12, 2015, (herein refer to as “Service Agreement”).

Now, therefore, it is agreed by and between the parties hereto as follows:

1. Victory agrees, pursuant to a request of the Customer, to revise "Addendum A" of the Service Agreement as requested by the Customer located at:

   Venetian Golf and River Club
   102 Pesaro Blvd. North Venice, FL 34275

2. Addendum “A” specifies among other things, the guard positions, weekly work hours for those positions and the hourly rates for those positions.

3. As a result of an error to the original Service Agreement, the weekly work hours for the Gate Officers and Patrol Officers was misstated. Effective August 1, 2016, the attached Addendum “A” will amend and supersede any prior Addenda of the Service Agreement.

4. All other conditions of the October 1, 2015, Service Agreement remain unchanged.
Revision "A" to Victory Security Agency II LLC Service Agreement
With
Venetian Community Development District
Service Agreement Revision

As To Victory: No Change,
As To Customer: Venetian Community Development District
c/o Rizzetta & Company, Inc.
9530 Marketplace Road
Fort Myers, Florida 33912
Attention: Belinda Blandon, District Manager

Page 2 Last and Signature Page.

Victory Security Agency II, LLC
By: ______________________
Title: President
Date: 8/20/2016

Venetian Community Development District
By: ______________________
Title: ______________________
Date: ______________________

Revised Addendum "A", Effective August 1, 2016 attached.
Addendum “A”

Approved Schedule of Service, Hours and Billing Rates
Venetian CDD and Victory Security Agency
Effective October 1, 2015
Revised Effective August 1, 2016

Base Bid:

<table>
<thead>
<tr>
<th>Item:</th>
<th>Hours per Week:</th>
<th>Rate:</th>
<th>Weekly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>40 hours per week</td>
<td>$15.60</td>
<td>$624.00</td>
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<tr>
<td>Gate Officers</td>
<td>168 hours per week</td>
<td>$14.60</td>
<td>$2,452.80</td>
</tr>
<tr>
<td>Patrol Officers</td>
<td>128 hours per week</td>
<td>$15.10</td>
<td>$1,932.80</td>
</tr>
<tr>
<td>Patrol Vehicle**</td>
<td>Weekly Rate</td>
<td>Flat</td>
<td>$295.00**</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$5,304.60</td>
</tr>
</tbody>
</table>

Total Base Annually $5,304.60 x 52 $275,839.20
Seasonal Gate Officer 40 hrs/wk for 18 weeks @ $14.60 $10,512.00
Holiday Pay 48 hrs/yr for each plus 50% $2,510.00
16 hrs for seasonal officer $116.80
Twenty Three Weeks Credit at $20.00/week ($430.00)

TOTAL EXPENSE $288,548.00

Revision corrects weekly work hours for Gate Officers to 168 hours/week from 128 hours/week and Patrol Officers to 128 hours/week from 168 hours/week,

All other weekly work hours, all hourly rates, and vehicle rates are unchanged.
Tab 3
DATE: October 1, 2016

BETWEEN: RIZZETTA AMENITY SERVICES, INC.  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614  
(Hereinafter referred to as "Consultant")

AND: VENETIAN COMMUNITY DEVELOPMENT DISTRICT  
9530 Marketplace Road  
Suite 206  
Ft. Myers, Florida  33912  
(Hereinafter referred to as "District")

PURPOSE AND SCOPE OF SERVICES:

The purpose of this engagement is for the Consultant to provide professional amenity services to the District pursuant to Chapter 190, Florida Statues. A brief description of these services is shown below and a detailed description is provided in Exhibit A to this contract.

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District facilities. A general description of these services is provided below:

MANAGEMENT:

Consultant shall provide professional management and oversight to perform the services outlined in this contract. These responsibilities include duties associated with managing the personnel, including recruiting, hiring, training, oversight and evaluation.
PERSONNEL:

The Consultant shall employ a Field Manager and Field Tech that will be assigned to the District. A general description of these positions is provided below:

1. **Field Manager:** Shall be employed as a full time position to oversee and supervise the District facilities. They are the onsite representative of the Consultant. The Field Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District’s Board of Supervisors and District Manager.

2. **Field Technician:** Shall be employed as a full time position to provide routine daily and preventative maintenance in the District. They shall report directly to the Field Manager.

All persons performing the services set forth in Exhibit A of this contract, will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing services pursuant to this contract are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

RESPONSIBILITIES:

A detailed description of these services is provided in Exhibit A to this contract.

TIME FRAME:

Standard On-Going Services shall be provided on a monthly basis as detailed in this contract.

ADDITIONAL SERVICES:

In addition to the Amenity Management Services described above, or in additional contract agreements between a consultant entity and the District, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include but are not limited to attendance at additional meetings, District presentations and vendor responses.

If any additional services are required or requested, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any additional services.
LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any additional services.

FEES AND EXPENSES:

A schedule of fees for the services described above and in Exhibit A is shown in Exhibit B to this contract. The Consultant shall only be paid for the services provided. Unless otherwise specified herein, the Consultant will invoice monthly in advance, for its services in the amounts set forth in Exhibit B. The fees for those services which are not being requested at the time this contract is approved will be provided to the District at such time as those services are required.

The District agrees to pay Consultant in an amount equal to all Consultant’s costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers’ compensation, payroll administration and processing, fees for background checks and drug testing.

Upon the execution of this contract, the District will provide a one-time operating deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

Fees for the Standard Ongoing Services may be negotiated annually and will be reflected in the adopted General Fund Budget of the District. Such amended fees, as authorized by the District’s action to adopt the General Fund Budget, shall become a binding schedule of this Contract until otherwise changed by a subsequent action of the District. The District’s adoption of the General Fund Budget will not constitute the District’s consent for payment of any expenses, and a separate consent for all such expenses will be obtained pursuant to the provisions of this contract which will be an addendum to this contract.

In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested. Such request by the Consultant must be approved by the District before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

Out-of-pocket expenses incurred in connection with the performance of the Standard On-Going Services, as described in this contract, are included in the fees shown in Exhibit B.

Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, courier expenses (such
as Federal Express of UPS), telephone, and utilities. Subject to mutual agreement between Consultant and District, these expenses will be invoiced monthly and will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

No expenditure may be made without prior Board approval. In the event of an emergency, the Contractor shall report such expenditure and the reason to the District Manager and Chairman for approval prior to taking any action.

Fees for services to be billed on an hourly basis will be at our then current standard rates, which will be provided to the District at the time such services are authorized. The hourly rate for these services may be amended from time to time as agreed to in writing by the District, in advance of such proposed change, indicating the new hourly fee for such services. Hourly rates as of the date of the contract are shown in Exhibit B.

PAYMENT TERMS:

Standard On-Going Services:
Will be billed monthly as a fixed fee pursuant to the schedule shown in Exhibit B to this contract.

Additional Services:
Will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in Exhibit B to this contract.

Litigation Support Services:
Will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in Exhibit B to this contract.

Out-of-Pocket Expenses:
Will be billed monthly as incurred for non-Standard On-Going Services.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

SUSPENSION OF SERVICES FOR NON-PAYMENT:

The Consultant shall have the right to suspend services being provided as outlined in this contract if the District fails to pay Consultant invoices in a timely manner which shall be construed as thirty (30) days from date of the invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes. Consultant shall notify the District, in writing, ten (10) days prior to suspending services.

NON-CONTINGENCY:

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

Rev. 6/22/16 - WJR
DISTRICT RESPONSIBILITIES:

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

LIMITATIONS OF RESPONSIBILITIES:

To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any contractor or any of their subcontractors, suppliers or of any other individual or entity performing services as part of this contract which are not under the control of Consultant. Consultant shall not be liable for any damage that occurs from Acts of God which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing or other similar occurrences.

TERMINATION OF THIS CONTRACT:

This contract may be terminated as follows:

1) By the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to Consultant at the address noted herein;

2) By the Consultant for “good cause”, which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for “good cause” shall be effected by provision of a minimum of ten (10) days written notice to District at the address noted herein; or

3) By the Consultant or District, for any reason, upon provision of a minimum ninety (90) days written notice of termination to the address noted herein;

4) Consultant and District shall have the right to immediately terminate this contract if the other engages in illegal activities or actions.

Consultant will be entitled to full compensation, pursuant to the terms of this contract, for services provided through the termination date. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.
GENERAL TERMS AND CONDITIONS:

1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70. F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.

4) This contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the contract which shall remain in full force and effect.

6) The rights and obligations of the District as defined by this contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this contract by the Consultant.

7) Any amendment or change to this contract shall be in writing and executed by all parties to the contract.

8) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

The Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or
judgments asserted and any and all losses, liabilities, damages, costs, court and expenses, including attorney’s fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

Nothing herein shall be construed to limit the District’s sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

9) The District shall at the expense of the District, provide and maintain public official liability and general liability insurance in an amount not less than one million dollars ($1,000,000.00).

10) The Consultant shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

   a) Worker’s Compensation insurance to cover full liability under worker’s compensation laws in effect from time to time in Florida.
   b) General Liability insurance with limit of one million dollars ($1,000,000.00) per each occurrence.
   c) Professional Liability insurance with limit of one million dollars ($1,000,000.00) per each occurrence.
   d) Employment Practices Liability insurance with limit of two million dollars ($2,000,000.00) per each occurrence.
   e) Commercial Crime insurance with limit of two million dollars ($2,000,000.00) per each occurrence.
   f) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant’s staff, whether owned or hired, with a combined single limit of one million dollars ($1,000,000.00).

Except with respect to Professional Liability and Worker’s Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this contract (or otherwise cause the District to not be named as an additional insured where applicable) without sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section prior to contract commencement and upon request.

EXPENSES RELATED TO FACILITY:

All purchases will be in accordance with and subject to the District’s procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
INDEPENDENT CONTRACTOR STATUS:

The Consultant and the District agree that the Consultant is and will remain at all times an independent contractor and will not in any way claim or be considered an agent or employee of the District. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture between the District and the Consultant. The Consultant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District. The payment of fees and expenses, as outlined in this contract, are not contingent upon any circumstance not specifically outlined in this contract.

ASSIGNMENT:

Neither the District nor the Consultant (except as provided below) may assign this contract or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by the Consultant or the District without the prior written approval of the other party is void. Notwithstanding the foregoing, the Consultant may assign this contract or any monies to become due hereunder at any time and from time to time without notice and/or prior written approval to any of its affiliates.

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

(Remainder of this page is left blank intentionally)
This contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

RIZZETTA & COMPANY INCORPORATED

BY: ________________________________
PRINTED NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

BY: ________________________________
PRINTED NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________
EXHIBIT A

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District facilities.

MANAGEMENT:
A. Provide professional management and oversight to perform the services outlined in this contract.
B. Upon request, attend meetings in person or via phone at no additional cost to provide any updates or address concerns.
C. Be available to any board member at no additional cost for open and direct communications regarding any questions they may have.
D. Managing the recruiting, hiring, training, oversight and evaluation of personnel at no additional cost.

PERSONNEL:
A. The Consultant shall employee a Field Manager and Maintenance Tech that will be assigned to the District. A general description of these positions is provided below:

1. Field Manager: Shall be employed as a full time position to oversee and supervise the District facilities. They are the onsite representative of the Consultant. The Field Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District’s Board of Supervisors and District Manager.

2. Field Technician: Shall be employed as a full time position to provide routine daily and preventative maintenance in the District. They shall report directly to the Field Manager.

RESPONSIBILITIES:
The onsite personnel will be responsible for the following services, a detailed description of these services is provided below:

Field Manager:

1. Oversee the field operations as it relates to District owned property, including but not limited to common areas, storm water lakes, water management facilities, wetlands,
preserve areas, streets, sidewalks, irrigations systems and gatehouse to be maintained and repaired including, but not limited to, landscaping, mowing, trimming, fertilizing, pest control, painting, paving, cleaning and such other normal and extraordinary maintenance and repair work as may be necessary.

2. Provide contract administration for the Privacy Service (security) that staffs the entrance gate and patrols the District.

3. Provide maintenance contract administration for landscaping, irrigation, fountains, storm water management and general repair.

4. In concert with the Property Owners Association, administer the effluent and ground water irrigation systems as well as regulate the amount of irrigation water used and establish related irrigation schedules.

5. Assist in budgeting, accounts payable and purchasing processes.

6. Respond to Board of Supervisors and resident inquiries regarding maintenance, privacy service operations and other operations being administered by the District.

7. Implement and coordinate maintenance projects throughout the District.

**Maintenance Technician:**

8. Check irrigation pumps to ensure they are operating properly and report problems to Field Manager.

9. Treat irrigation pumps with chemicals as needed.

10. Mailbox maintenance including: conversion, photocells, changing lightbulbs and other repairs as necessary.

11. Ensure entry fountain feature is operational and report any problems identified; light and GFI checks; check and clean sump pump as necessary.

12. Collect debris from the road side on Laurel Road and public areas within the community, including but not limited to areas adjacent to street sections not fronted by residences.

13. Blow out cul-de-sac irrigation lines.

14. Check landscape lights and trim away any vegetation that may be encroaching.

15. Maintain the general appearance of the District’s monuments, including but not limited to cleaning and touch up painting.

16. Touch up painting as needed.

17. Identify and assess property damage if any and report to the Field Manager.

18. Assist with after storm debris clean up.

19. Install hurricane shutters if needed at gate house and office.

20. Ensure that requests for service are handled as expeditiously as possible.

21. Other tasks as assigned by Field Manager.
EXHIBIT B

**Standard On-Going Services** will be billed monthly, payable in advance of each month pursuant to the following schedule for the period of **October 1, 2016 to September 30, 2017**:

<table>
<thead>
<tr>
<th>SERVICES (October 1, 2016 to September 30, 2017):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Time Personnel (80 hours per week for 52 weeks)</strong></td>
<td></td>
</tr>
<tr>
<td>- Field Manager – 40 hours per week</td>
<td></td>
</tr>
<tr>
<td>- Field Technician – 40 hours per week</td>
<td></td>
</tr>
<tr>
<td>Budgeted Personnel Total (1)</td>
<td>$112,650.00</td>
</tr>
<tr>
<td>General Management and Oversight (2)</td>
<td>$8,700.00</td>
</tr>
<tr>
<td><em>Revised</em> Operating Deposit (One-time fee) (3)</td>
<td>$4,450.42</td>
</tr>
</tbody>
</table>

*(Revised Operating Deposit is $13,272.60 minus previously paid amount of $8,822.18)*

Total Services Costs: $125,800.42

Total Services Costs with Revised Deposit Waived: $121,350.00

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers’ compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.’s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Operating Deposit: A one-time deposit required for use in paying salaries and related costs.
for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs. The District shall be responsible for any of the following costs:

**Uniforms:** Personnel shall wear community specific shirts provided by the District if required.

**Cell Phone:** Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

**Office Equipment:** Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

**Mileage Reimbursement:** Personnel shall receive mileage reimbursement incurred while performing the District’s responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

### ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support services will be billed hourly pursuant to the current hourly rates shown below:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$300.00</td>
</tr>
<tr>
<td>Vice President</td>
<td>$250.00</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>$250.00</td>
</tr>
<tr>
<td>Director</td>
<td>$225.00</td>
</tr>
<tr>
<td>Regional District Manager</td>
<td>$200.00</td>
</tr>
<tr>
<td>Financial Services Manager</td>
<td>$200.00</td>
</tr>
<tr>
<td>Accounting Manager</td>
<td>$200.00</td>
</tr>
<tr>
<td>Regional Licensed Community Association Manager</td>
<td>$200.00</td>
</tr>
<tr>
<td>District Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>Licensed Community Association Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>Amenity Services Manager</td>
<td>$175.00</td>
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<tr>
<td>Clubhouse Manager</td>
<td>$175.00</td>
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<tr>
<td>Financial Analyst</td>
<td>$150.00</td>
</tr>
<tr>
<td>Senior Field Services Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Senior Accountant</td>
<td>$150.00</td>
</tr>
<tr>
<td>Field Services Manager</td>
<td>$125.00</td>
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<tr>
<td>Community Association Coordinator</td>
<td>$100.00</td>
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<td>District Coordinator</td>
<td>$100.00</td>
</tr>
<tr>
<td>Financial Associate</td>
<td>$100.00</td>
</tr>
<tr>
<td>Staff Accountant</td>
<td>$100.00</td>
</tr>
<tr>
<td>Bookkeeper/Clerk</td>
<td>$ 85.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$ 85.00</td>
</tr>
</tbody>
</table>
Tab 4
DATE: October 1, 2016

BETWEEN: RIZZETTA & COMPANY INCORPORATED
3434 Colwell Avenue
Suite 200
Tampa, Florida  33614

(Hereinafter referred to as "Consultant")

AND:   VENETIAN COMMUNITY DEVELOPMENT DISTRICT
9530 Marketplace Road
Suite 206
Ft. Myers, Florida  33912

(Hereinafter referred to as "District")

PURPOSE AND SCOPE OF SERVICES:

The purpose of this engagement is for the Consultant to provide professional field services to the District pursuant to Chapter 190, Florida Statues. A detailed description of these services is shown below.

STANDARD ON-GOING SERVICES:

1. Perform one (1) monthly landscape maintenance inspection.

2. Provide the District with one (1) monthly landscape maintenance inspection report.

3. Upon request, attend monthly District meetings in person or via phone to review landscape maintenance inspection report.

4. Notify landscape maintenance contractors about deficiencies in service or need for additional care.

5. Monitor landscape maintenance contractor progress in accordance with scope of work provided in maintenance contract with the District.

6. Provide input for preparation of the District’s annual budget.
7. Upon request, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process.

8. Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.

TIME FRAME:

Standard On-Going Services shall be provided on a monthly basis as detailed in this contract.

ADDITIONAL SERVICES:

In addition to the Standard On-Going Services described above or in additional contract agreements between a consultant entity and the District, the District may, from time to time, require additional services from the consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include but are not limited to attendance at additional meetings, District presentations and vendor responses.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any litigation support services.

FEES AND EXPENSES:

A schedule of fees for the above described services is shown in Exhibit A to this contract. The fees for those services which are not being requested at the time this contract is approved will be provided to the District at such time as those services are required.

Fees for the Standard On-Going Services may be amended annually and will be reflected in the adopted General Fund Budget of the District. Such amended fees, as authorized by the District's action to adopt the General Fund Budget, shall become a binding schedule of this contract until otherwise changed by a subsequent action of the District.

In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested. Such request by the Consultant must be approved by the District.
before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

Out-of-pocket expenses incurred in connection with the performance of the Standard On-Going Services, as described in this contract, are included in the fees shown in Exhibit A to this contract.

Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, and lodging, postage, copies, and binding.

Fees for services to be billed on an hourly basis will be at the Consultant’s then current hourly rates, which will be provided to the District at the time such services are authorized. The hourly rate for these services may be amended from time to time as evidenced by a letter to the District, in advance of such proposed change, indicating the new hourly fee for such services. Consultant’s current hourly rates are shown in Exhibit A to this contract.

**PAYMENT TERMS:**

**Standard On-Going Services:**
Will be billed monthly as a fixed fee pursuant to the schedule shown in Exhibit A to this contract.

**Additional Services:**
Will be billed monthly on an hourly basis for the hours incurred at the Consultant’s current hourly rate as shown in Exhibit A to this contract.

**Litigation Support Services:**
Will be billed monthly on an hourly basis for the hours incurred at the Consultant’s current hourly rate as shown in Exhibit A to this contract.

**Out-of-Pocket expenses:**
Will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

**SUSPENSION OF SERVICES FOR NON-PAYMENT:**

The Consultant shall have the right to suspend services being provided as outlined in this contract if the District fails to pay Consultant invoices in a timely manner which shall be construed as thirty (30) days from date of the invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes. Consultant shall notify the District, in writing, ten (10) days prior to suspending services.
NON-CONTINGENCY:

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

DISTRICT RESPONSIBILITIES:

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

LIMITATIONS OF RESPONSIBILITIES:

To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any contractor or any of their subcontractors, suppliers or of any other individual or entity performing services as part of this contract which are not under the control of Consultant. Consultant shall not be liable for any damage that occurs from Acts of God which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing or other similar occurrences.

DISAGREEMENTS BETWEEN DISTRICT AND LANDSCAPE CONTRACTOR:

Consultant shall, as necessary, render written opinion on all claims of District and landscape contractor relating to the acceptability of landscape contractor’s work or the interpretation of the requirements of the contract documents pertaining to the progress of landscape contractor’s work.

TERMINATION OF THIS CONTRACT:

This Contract may be terminated as follows:

1) By the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for “good cause” shall be effected by provision of a minimum of ten (10) days written notice to Consultant at the address noted herein;

2) By the Consultant for “good cause”, which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for “good cause” shall be effected by provision of a minimum of ten (10) days written notice to District at the address noted herein; or
3) By the Consultant or District, for any reason, upon provision of a minimum of ninety (90) days written notice of termination to the address noted herein;

4) Consultant and the District shall have the right to immediately terminate if the other engages in illegal activities or actions.

Consultant will be entitled to full compensation, pursuant to the terms of this contract, through the termination date. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS:

1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70, F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.

4) This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

6) The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.

7) Any amendment or change to this Contract shall be in writing and executed by all parties to the contract.

8) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District.
The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

The Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

Nothing herein shall be construed to limit the District’s sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

9) The District shall provide and maintain public official liability and general liability insurance in an amount not less than one million dollars ($1,000,000.00).

10) The Consultant shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

   a) Worker’s Compensation insurance to cover full liability under worker’s compensation laws in effect from time to time in Florida.
   b) General Liability insurance with the limit of one million dollars ($1,000,000.00) Each Occurrence.
   c) Professional Liability insurance with limits of no less than one million dollars ($1,000,000.00)
   d) Employment Practices Liability insurance with two million dollar ($2,000,000.00) limit.
   e) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant’s staff, whether owned or hired, with a combined single limit of one million dollars ($1,000,000.00).

Except with respect to Professional Liability and Worker’s Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this contract (or otherwise cause the District to not be named as an additional insured where applicable) without sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section prior to contract commencement and upon request.

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to
comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

(Remainder of this page is left blank intentionally)
This contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

RIZZETTA & COMPANY INCORPORATED

BY: ________________________________
PRINTED NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

BY: ________________________________
PRINTED NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________
### Standard On-Going Services

Will be billed monthly pursuant to the following schedule:

<table>
<thead>
<tr>
<th>MONTHLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00</td>
</tr>
</tbody>
</table>

### ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th>HOURLY RATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$300.00</td>
</tr>
<tr>
<td>Vice President</td>
<td>$250.00</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>$250.00</td>
</tr>
<tr>
<td>Director</td>
<td>$225.00</td>
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<td>Regional District Manager</td>
<td>$200.00</td>
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<tr>
<td>District Manager</td>
<td>$175.00</td>
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<td>Licensed Community Association Manager</td>
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<td>Amenity Services Manager</td>
<td>$175.00</td>
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<td>Clubhouse Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>Financial Analyst</td>
<td>$150.00</td>
</tr>
<tr>
<td>Senior Field Services Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Senior Accountant</td>
<td>$150.00</td>
</tr>
<tr>
<td>Field Services Manager</td>
<td>$125.00</td>
</tr>
<tr>
<td>Community Association Coordinator</td>
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</tr>
<tr>
<td>Bookkeeper/Clerk</td>
<td>$85.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$85.00</td>
</tr>
</tbody>
</table>
Tab 5
DATE: October 1, 2016

BETWEEN: RIZZETTA & COMPANY INCORPORATED
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "Consultant")

AND: VENETIAN COMMUNITY DEVELOPMENT DISTRICT
9530 Marketplace Road
Suite 206
Ft. Myers, Florida 33912

(Hereinafter referred to as "District")

PURPOSE AND SCOPE OF SERVICES:

The purpose of this engagement is for the Consultant to provide professional services to the District pursuant to Chapter 190, Florida Statues. A brief description of these services is shown below and a detailed description is provided in Exhibit A to this contract.

STANDARD ON-GOING SERVICES:

These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District. A general description of these services is provided below:

MANAGEMENT:

Management services include the conducting of one (1) four (4) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management.
ADMINISTRATIVE:

Administrative services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, preparation and delivery of agenda packages.

ACCOUNTING:

Accounting services include the preparation and delivery of the district’s financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

FINANCIAL & REVENUE COLLECTION:

Financial & revenue collection services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District’s debt service and operations and maintenance obligations. These services include assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

TIME FRAME:

Standard On-Going Services shall be provided on a monthly basis as detailed in this contract.

ADDITIONAL SERVICES:

In addition to the Standard On-Going Services described above or in additional contract agreements between a consultant entity and the District, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such services may include, but are not limited to:

Meetings: Extended (beyond four (4) hours in length), additional or continued meetings (not including the twelve (12) contracted board meetings and budget workshop);
Financial Reports: Modifications and Certifications to Special Assessment Allocation Report; True-Up Analysis, Re-Financing analysis;
Electronic communications/e-blasts;
Special information requests;
Amendment to District boundary;
Grant Applications;
Escrow Agent;
Continuing Disclosure/Representative/Agent.
Prior to beginning any additional services above or referenced below, the Consultant will provide a detailed description of these services and fees for such services to the District for approval.

**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues. Prior to beginning any litigation support services the Consultant will provide a detailed description of these services and fees for such services to the District for approval.

**BOND ISSUANCE SERVICES:**

Bond issuance services include all services necessary for the issuance of bonds by the District. Such services will include preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications and closing documents.

**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, public records requests and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services.

**FEES AND EXPENSES:**

A schedule of fees for the above described services is shown in Exhibit B to the contract. The fees for those services which are not being requested at the time this contract is approved will be provided to the District at such time as those services are required.

Fees for the Standard Ongoing Services may be amended annually and will be reflected in the adopted General Fund Budget of the District. Such amended fees, as authorized by the District’s action to adopt the General Fund Budget, shall become a binding schedule of this Contract until otherwise changed by a subsequent action of the District.

In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested. Such request by the Consultant must be approved by the District before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

Out-of-pocket expenses incurred in connection with the performance of the Standard On-Going Services, as described in this contract, are included in the fees shown in Exhibit B. Out-of-pocket
expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, and lodging. Subject to mutual agreement between Consultant and District, these expenses will be invoiced monthly and will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

Fees for services to be billed on an hourly basis will be at our then current standard rates, which will be provided to the District at the time such services are authorized. The hourly rate for these services may be amended from time to time as evidenced by a letter to the District, in advance of such proposed change, indicating the new hourly fee for such services.

PAYMENT TERMS:

**Standard On-Going Services:**
Will be billed monthly as a fixed fee pursuant to the schedule shown in Exhibit B to this contract.

**Additional Services:**
Will be billed monthly on an hourly basis for the hours incurred at the Consultant’s current hourly rate as shown in Exhibit B to this contract.

**Litigation Support Services:**
Will be billed monthly on an hourly basis for the hours incurred at the Consultant’s current hourly rate as shown in Exhibit B to this contract.

**Out-of-Pocket expenses:**
Will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

SUSPENSION OF SERVICES FOR NON-PAYMENT:

The Consultant shall have the right to suspend services being provided as outlined in this contract if the District fails to pay Consultant invoices in a timely manner which shall be construed as thirty (30) days from date of the invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes. Consultant shall notify the District, in writing, ten (10) days prior to suspending services.

NON-CONTINGENCY:

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
DISTRICT RESPONSIBILITIES:

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

LIMITATIONS OF RESPONSIBILITIES:

To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any contractor or any of their subcontractors, suppliers or of any other individual or entity performing services as part of this contract which are not under the control of Consultant. Consultant shall not be liable for any damage that occurs from Acts of God which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing or other similar occurrences.

TERMINATION OF THIS CONTRACT:

This contract may be terminated as follows:

1) By the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for “good cause” shall be effected by provision of a minimum of ten (10) days written notice to Consultant at the address noted herein;

2) By the Consultant for “good cause”, which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for “good cause” shall be effected by provision of a minimum of ten (10) days written notice to District at the address noted herein; or

3) By the Consultant or District, for any reason, upon provision of a minimum ninety (90) days written notice of termination to the address noted herein;

4) Consultant and District shall have the right to immediately terminate this contract if the other engages in illegal activities or actions.

Consultant will be entitled to full compensation, pursuant to the terms of this contract, through the termination date. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.
GENERAL TERMS AND CONDITIONS:

1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70, F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.

4) This contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the contract which shall remain in full force and effect.

6) The rights and obligations of the District as defined by this contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this contract by the Consultant.

7) Any amendment or change to this contract shall be in writing and executed by all parties to the contract.

8) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

The Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive
of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

Nothing herein shall be construed to limit the District’s sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

9) The District shall at the expense of the District, provide and maintain public official liability and general liability insurance in an amount not less than one million dollars ($1,000,000.00).

10) The Consultant shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

   a) Worker’s Compensation insurance to cover full liability under worker’s compensation laws in effect from time to time in Florida.
   b) General Liability insurance with limit of one million dollars ($1,000,000.00) per each occurrence.
   c) Professional Liability insurance with limit of one million dollars ($1,000,000.00) per each occurrence.
   d) Employment Practices Liability insurance with limit of two million dollars ($2,000,000.00) per each occurrence.
   e) Commercial Crime insurance with limit of two million dollars ($2,000,000.00) per each occurrence.
   f) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant’s staff, whether owned or hired, with a combined single limit of one million dollars ($1,000,000.00).

Except with respect to Professional Liability and Worker’s Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this contract (or otherwise cause the District to not be named as an additional insured where applicable) without sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section prior to contract commencement and upon request.

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt
or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

(Remainder of this page is left blank intentionally)
This contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

RIZZETTA & COMPANY INCORPORATED

BY: __________________________
PRINTED NAME: __________________________
TITLE: __________________________
DATE: __________________________

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

BY: __________________________
PRINTED NAME: __________________________
TITLE: __________________________
DATE: __________________________
STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners’ meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.

B. Ensure compliance with all statutes affecting the district which include but not limited to:

1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
4. Provide Form 1 Financial Disclosure documents for Board Members
5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
11. Provide copy of approved proposed budget to the City a minimum of 60 days prior to the public hearing on the budget.
   a. Provide written notice to owners of public hearing on the budget and its related assessments.
12. Provide for the Public Facilities initial report to the City.
13. Provide for annual update on the Public Facilities report to the City.
14. Provide for the five (5) year Public Facilities report, based on reporting period assigned to the City is located in.
15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the City.
16. Provide for submitting the regular meeting schedule of the Board to City.
17. Provide District Map and update as provided by the District’s Engineer as needed to the Department of Economic Opportunity and the City
18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
19. File request letter to the Supervisor of Election of the City for number of registered voters as of April 15, each year.
20. Provide for public records announcement and file document of registered voter data each June.
21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
   a. Provide for the appropriate ad templates and language for each of the above.
24. Provide for instruction to Landowners on the Election Process and forms, etc.
25. Respond to Bond Holders Requests for Information.

C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District.
E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
F. Monitor certificates of insurance as needed per contracts.
G. Answer Project Status Inquiries from Contractors Bonding Companies.
H. Provide an office location to handle and respond to written, phone or e-mail inquires from the public.

ADMINISTRATIVE:
A. Prepare agenda packages for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors’ Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
B. Provide accurate minutes for all meetings and hearings, including landowners’ meetings.
C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
   1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law.

E. Maintain “Record of Proceedings” for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

A. Financial Statements

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
   a) Chart of Accounts
   b) Vendor and Customer Master File
   c) Report creation and set-up.

2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
   a) Cash Investment Account Reconciliations per fund
   b) Balance Sheet Reconciliations per fund
   c) Expense Variance Analysis


4. Prepare and file Public Depositor’s and Indemnification Form on new accounts as needed.

5. Facilitate Banking relations with the District’s Depository and Trustee.

6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.

7. Account for assets constructed by or donated to the District for maintenance.

8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.

9. Provide Audit support to auditors for the required Annual Audit, as follows:
   a) Review statutory and bond indenture requirements
   b) Prepare Audit Confirmation Letters for independent verification of activities.
   c) Prepare all supporting accounting reports and documents as requested by the auditors
   d) Respond to auditor questions
   e) Review and edit draft report
   f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General’s Office of the State.

11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.

2. File all required documentation to the Department of Revenue, Auditor General, the City, and other governmental agencies with jurisdiction.

3. Prepare and cause to be published notices of all budget hearings and workshops.

4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

5. Administer the Adopted Budget of the District.

6. Transmit the proposed budget to local governing authorities in the required timeframe prior to adoption.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
   a) Manage Vendor Information per W-9 reports

2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.

3. Maintain checking accounts with qualified public depository including:
   a) Reconciliation to reported bank statements for all accounts and funds.

4. Prepare year-end 1099 Forms for Vendor payments as applicable.
   a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.

2. Process Construction requisitions including:
   a) Vendor Contract completion status
   b) Verify Change Orders for materials
   c) Check for duplicate submittals
   d) Verify allowable expenses per Bond Indenture Agreements such as:
      (1) Contract Assignment
      (2) Acquisition Agreement
(3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.

4. Provide Asset Tracking for improvements to be transferred and their value for removal from District’s Schedule of Property Ownership that are going to another local government.

5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.

2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.

3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.

2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.

4. Review insurance policies and coverage amounts of District vendors.

5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.

6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.

2. Monitor, collect and maintain records of prepayment of assessments.

3. Issue lien releases for properties which prepay.

4. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
5. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:
   1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
   2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
   3. Verify assessments on platted lots, commercial properties or other assessable lands.
   4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to City.
   5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/ lots:
   1. Maintain and update current list of owners of property not assessed via the tax roll.
   2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
   3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. Issue estoppel letters as needed for property transfers.

ADDITIONAL SERVICES:

A. Meetings
   1. Extended (beyond four (4) hours in length)
   2. Additional or continued meetings (not including the twelve (12) contracted board meetings and one (1) budget workshop);

B. Financial Reports
   1. Modifications and Certification of Special Assessment Allocation Report;
   2. True-Up Analysis
      a) Annually compare current platted and un-platted lots to original development plan to ensure adequate collection of assessment revenue.
      b) Prepare true-up calculations and invoice property owners for true-up payments as necessary.
   3. Re-Financing analysis;

C. Electronic communications/e-blasts;

D. Special information requests;

E. Amendment to District boundary;

F. Grant Applications;

G. Escrow Agent
H. Continuing Disclosure/Representative/Agent.

LITIGATION SUPPORT SERVICES:
Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

BOND ISSUANCE SERVICES:
A. Special Assessment Allocation Report
   1. Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
   2. Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
   3. Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
B. Bond Validation
   1. Prepare Bond Validation Report determining the “Not-to-exceed” par amount of bonds to be issued by the District. Present to board as part of the Bond Resolution.
   2. Provide expert testimony at bond validation hearing in circuit court.
C. Certifications and Closing Documents.
   1. Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Financial Consultant.

ADDITIONAL SERVICES PROVIDED TO AND PAID BY THIRD PARTIES:
A. Issue estoppel letters as needed for property transfers
   1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
B. Bond prepayment processing
   1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
   2. Maintain collection log showing all parcels that have pre-paid assessments.
   3. Prepare, execute and issue release of lien to be recorded in public records.
C. Public records requests
   1. Respond to all public records requests and provide official District records to requesting party on a timely basis.
STANDARD ON-GOING SERVICE:

Standard On-Going Services will be billed monthly pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$20,400.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>Accounting</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Financial &amp; Revenue Collections</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Assessment Roll Certification (1)</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total Standard On-Going Services:</strong></td>
<td><strong>$55,800.00</strong></td>
</tr>
</tbody>
</table>

(1) Assessment Roll Certification is paid in one lump-sum payment at the time the roll is certified to the county.

ADDITIONAL SERVICES:

- Extended Meetings: Per Hour $175
- Modifications and Certifications to Special Assessment Allocation Report: Per Occurrence Upon Request
- True-Up Analysis/Report: Per Occurrence Upon Request
- Re-Financing Analysis: Per Occurrence Upon Request
- Electronic communications/E-blasts: Per Occurrence Upon Request
- Special Information Requests: Hourly Upon Request
- Amendment to District Boundary: Hourly Upon Request
- Grant Applications: Hourly Upon Request
- Escrow Agent: Hourly Upon Request
- Continuing Disclosure/Representative/Agent: Annually Upon Request

LITIGATION SUPPORT SERVICES: Hourly Upon Request

BOND ISSUANCE:
### CONTRACT FOR PROFESSIONAL DISTRICT SERVICES
#### VENETIAN COMMUNITY DEVELOPMENT DISTRICT

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee Type</th>
<th>Billing Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Validation Testimony</td>
<td>Per Occurrence</td>
<td>Upon Request</td>
</tr>
<tr>
<td>Special Assessment Allocation Report</td>
<td>Per Occurrence</td>
<td>Upon Request</td>
</tr>
<tr>
<td>Bond Issue Certifications/Closing Documents</td>
<td>Per Occurrence</td>
<td>Upon Request</td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES PROVIDED TO AND PAID BY THIRD PARTIES:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee Type</th>
<th>Billing Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Records Requests</td>
<td>Per Occurrence</td>
<td>Upon Request</td>
</tr>
<tr>
<td>Pre-Payment Collections/Estoppel:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot/ Home owner</td>
<td>Per Occurrence</td>
<td>Upon Request</td>
</tr>
<tr>
<td>Bulk Parcel(s)</td>
<td>Per Occurrence</td>
<td>Upon Request</td>
</tr>
</tbody>
</table>
Tab 6
EMERGENCY LANDSCAPE AGREEMENT

This Agreement ("Agreement" or "Contract"), is made between VENETIAN COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") with an address of c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, and BRIGHTVIEW LANDSCAPE SERVICES, INC. (hereinafter referred to as the "Contractor") with an address of __________________________ on this ___ day of _____, 2016.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a contract in place with a landscape provider for provision of landscape and irrigation services related to District owned lands and infrastructure throughout the community; and

WHEREAS, the District’s current landscape provider will provide assistance in the event of a storm or other natural disaster but the District wishes to retain the Contractor as a back-up to the extent its current provider is unable to provide required services; and

WHEREAS, the Contractor has offered to provide back-up services to assist the District as an independent contractor in clearing landscape debris, performing clean-up operations and otherwise assisting the District after a natural disaster; and

WHEREAS, the District wishes to approve Contractor pursuant to this Contract.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform storm debris removal and other landscape related assistance after a hurricane and/or natural disaster as more specifically referenced in the attached Exhibit “A” (hereinafter referred to as the “Contract Work”).

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to
assure completion of the Contract Work. All work shall be performed in a professional manner. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. The District shall designate one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to the Contract Work.

2. Scheduling of the Contract Work will be determined by the Contractor acting in concert with the District and will be in conformance with any community rules and/or policies. The District may at any time request alterations to the timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

3. The Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

III. CONTRACT SUM; TERM

The District will remit payment to the Contractor for the Contract Work performed pursuant to the schedule as referenced in Exhibit “A”.

There is no set Contract term and Contractor agrees to remain on stand by unless this Contract is terminated as provided herein.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, at the District’s discretion. Further, the District shall have the right to require, at any time, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

IV. TIME OF COMMENCEMENT

The work to be performed under this Contract shall commence after full execution of this Contract by the parties and the Contractor providing the District the requisite insurance referenced herein.
V. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor’s duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees, if any, and shall not employ for work at the District any person unfit or without sufficient skills to perform the job for which such person is employed. Rudeness or discourteous acts by employees will not be tolerated.

3. Furnishing of Labor, Materials/Liens and Claims: The Contractor shall provide and pay for all labor, materials, and equipment, including tools, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District’s property free from any material men’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor’s performance under this Contract.

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District.

5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor’s work.

VI. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney’s fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor’s presence at the District property for any purpose, including but not limited
to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

VII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: The Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease. In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.
6. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

7. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.

8. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

9. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

10. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

11. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

12. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.

13. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**VIII. TERMINATION**

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days’ written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice.
2. Each party specifically reserves all rights available under the law or equity should there be a
default by the other party which shall include, but not be limited to, the right of damages,
injunctive relief and specific performance.

IX. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or
any other document or act required by this Contract, the prevailing party shall be entitled to
recover reasonable attorney's fees and all court costs including attorney's fees and court costs
incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney’s
fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

X. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract
will be binding on another party hereto without the written consent of the party sought to be
bound.

2. No employees, agents or representatives of either party are personally or individually bound by
this Contract.

3. This Contract is solely for the benefit of the formal parties herein and no right or cause of
action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal
party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to
confer upon any person or corporation other than the parties hereto any right, remedy or claim
under or by reason of this Contract or any provisions or conditions hereof; and all of the
provisions, representations, covenants and conditions herein contained shall inure to the sole
benefit of and shall be binding upon the parties hereto and their respective representatives,
successors and assigns.

4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the
District beyond any statutory limited waiver of immunity or limits of liability which may have
been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and
nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing
any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by
operation of law.

5. This Contract has been negotiated fully between the parties as an arms length transaction. The
parties participated fully in the preparation of this Contract and received the advice of counsel.
In the case of a dispute concerning the interpretation of any provision of this Contract, all
parties are deemed to have drafted, chosen and selected the language, and the doubtful
language will not be interpreted or construed against any party.

6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the
parties to this Contract cannot resolve a difference with regard to any matter arising here from,
the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla.
Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all
available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

9. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor’s records associated with this Contract may be subject to Florida’s public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida’s public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District’s Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BELINDA BLANDON, 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912, BBLANDON@RIZZETTTA.COM.

12. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed below:

To Owner:  Venetian Community Development District  
c/o Rizzetta & Company, Inc.  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912

With a copy to:  Andrew H. Cohen, District Counsel  
Persson & Cohen, P.A.  
6853 Energy Court  
Lakewood Ranch, Florida 34240

To Contractor:  

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

ATTEST:  

Venetian  
Community Development District

______________________________  
Secretary/Assistant Secretary  
Chair, Board of Supervisors

ATTEST:  

______________________________  
Brightview Landscape Services, Inc.  
Title:______________________________
2016 Hurricane Season

Dear Valued Customer,

Hurricane season is upon us once again. With any luck, all preparations will have been made for storms that don't materialize this season. However, if you don't wish to test your luck and feel it is prudent to be prepared, please consider the following suggestions with respect to your landscape:

1. The learning experiences from prior year's hurricanes taught us how vulnerable communications can be during and after severe storms. Even cellular systems were taxed by immense traffic making it difficult to communicate damage assessments and needed response approval. Avoid a delay in response to the needs of your property by acknowledging pre-approval authorization with your BrightView representative now. Further, exchange and update phone numbers to be used during emergency response situations with your BV representative as well.

2. Communicate any special needs to your BV representative that may be required by your insurance carrier to document damages and corrective actions resulting from storm related damages. As a matter of protocol, BV will photo document some representative damage and will journal manpower, equipment, and brief description of work provided.

In the event of a hurricane or severe storm event, be aware that BrightView does have a response action plan to address the landscape needs of our customers. We are preparing now to effectively respond to the landscape damages left behind by a potential hurricane. In the event of a hurricane, we will initially canvas every property that BrightView provides landscape or tree care services to and then will dispatch to customer authorized/approved clean-up sites based on the following priorities:

- Priority One - Clearing vehicle access to allow emergency personnel ability to service needs and access to your property
- Priority Two - Clearing debris from River Club and Guard houses that may pose immediate risk or danger.
- Priority Three - Re-planting plant material that may have chance of surviving if rootballs can be planted and watered soon
- Priority Four - Trim and remove hazardous damaged limbs that still remain in trees versus on the ground

As a company, we will be prepared to import additional BrightView resources from outside of the south Florida area if needed to help expedite clean-up response efforts. Once the priorities detailed above have been met, we would address chipping and removing tree limbs left on the ground from initial clearing efforts as well as removal of rootballs and
large wood remaining on properties. The final phase would include restoration of damages or losses resulting from the storm and associated clean-up. We would anticipate a return to expected maintenance operations the following week for all but the most severely debris impacted properties.

We encourage you to be as prepared as you can to help assure a timely and effective response should luck elude us and we once again face damaging storms. If you would like to preapprove BrightView to perform clean-up operations as detailed above, you may sign the section at the bottom of this page. Our emergency rates are also below for your review. Dump expenses range based on the material, size and weight.

The procedures outlined in this letter are only in effect if the preferred vendor (Sunrise Landscape) is unavailable to service the property. When notified at that time, BrightView will execute it’s plan.

2016 HURRICANE PRICE LIST

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Labor</td>
<td>$49/hour</td>
</tr>
<tr>
<td>Chipper &amp; Truck</td>
<td>$80/hour</td>
</tr>
<tr>
<td>Loader &amp; Operator</td>
<td>$80/hour</td>
</tr>
<tr>
<td>Dump Fees <em>If Necessary</em></td>
<td>$200/each (No Stumps) (Branches, Leaves, Debris)</td>
</tr>
<tr>
<td>Stumps</td>
<td>Prices will vary by size</td>
</tr>
<tr>
<td>Tree Men / Climbers</td>
<td>$85/hour</td>
</tr>
</tbody>
</table>

Approval for clean-up services:

Signed ____________________________ Property Name ____________________________

Print Name / Title ____________________________ Date ____________________________

Emergency Contact Numbers:

Name ____________________________ Land Line# ____________________________ Cell Phone # ____________________________

Name ____________________________ Land Line# ____________________________ Cell Phone# ____________________________
Tab 7
316.2125 Operation of golf carts within a retirement community.—

(1) Notwithstanding the provisions of s. 316.212, the reasonable operation of a golf cart, equipped and operated as provided in s. 316.212 (5), (6), and (7), within any self-contained retirement community is permitted unless prohibited under subsection (2).

(2)(a) A county or municipality may prohibit the operation of golf carts on any street or highway under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety.

(b) The Department of Transportation may prohibit the operation of golf carts on any street or highway under its jurisdiction if it determines that such prohibition is necessary in the interest of safety.

(3) A local governmental entity may enact an ordinance regarding golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of any such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it shall be enforced within the local government’s jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

History.—s. 1, ch. 88-253; s. 6, ch. 96-413; s. 8, ch. 2000-313; s. 15, ch. 2006-290; s. 4, ch. 2008-98.

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following
conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. 335.0415 if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the
responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government’s jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 322, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.
RE: Request for Information, Traffic Control VG&RC

From: Stevens, Cale <CaleStevens@flhsmv.gov>
     To: Mike Craychee <mcraychee@vcdd.org>
     Cc: Stevens, Jacqueline <JacquelineStevens@flhsmv.gov>
     Date: Mon, Aug 29, 2016 4:04 pm

Mr. Craychee,

I hope all is well, and I’m glad you took the time to review the mentioned Florida Statutes after we discussed it on the phone. Let me answer your questions the best I can in the same order as presented.

1. We do patrol all types of communities, from public neighborhoods to private, gated communities. Currently we patrol Bent Tree Estates (private) as an example.
2. The Trooper contracts with VG&RC, therefore the community (or whomever is designated as the person in charge) can dictate specific areas to concentrate on or to exclude certain areas based on need.
3. The Trooper may be requested to issue only warnings initially. However, the severity of a violation may require the Trooper to take a higher level of enforcement regardless of the request.
4. Florida State Statute 318.18 dictates where all funds collected from all traffic citations go. Each citation issued has a very specific breakdown as to how the revenue is divided.
5. Florida Statute only requires the use of lights, etc., after dark in a retirement community. Unfortunately, the Trooper cannot pick and choose which laws to enforce. However, if stopped in violation of the law, the Trooper can educate the individual before taking enforcement action (warning before ticket).
6. As far as our rates, the fee is $45.00/hour for the Trooper with the FHP vehicle. We have a four (4) hour minimum patrol requirement, plus one (1) hour travel time (you would be billed for five (5) hours total). If you choose to have a Trooper longer than four (4) hours, you would be billed on an hour for hour basis, plus one (1) hour travel. For example, if you request him/her to patrol for six (6) hours, then you would be billed for seven (7) hours.

In order to start the process, I will need to know who the authorized person will be to hire us, as I need to list them on the forms as well as the business address and phone number. Also, may I use your name as the person to whom my Troopers will report. If so, may I please have the best contact number for you?

Thank you again,
Cale

Master Corporal Cale R. Stevens
Dear Master Corporal Stevens,

I wish to follow-up a conversation I had with you on July 6, 2016, regarding the possibility of an FHP presence in our community, Venetian Golf and River Club.

A brief history of the community: VG&RC is a Community Development District (VCDD) community, which means the district owns the streets and infrastructure within the community, but the streets are considered public streets, as the money to finance the development was obtained through the sale of bonds to the public. We are a gated community located approximately two (2) miles East of I-75 (Exit 195) on Laurel Road, we will have 1377 residences, on roughly 1200 acres, and 16-18 miles of roads. We are a golf course community, and many of the golfers utilize private golf carts for transportation to and from the Golf Club, the River Club which is our community center, and around the community. Golf carts are not operated outside the community.

We have a problem with speeding and stop sign violations that concerns the VCDD Board, and while we have installed Speed Tables, and Radar Speed Signs they have failed to correct the traffic situations. With that in mind we have decided to investigate the use of outside law enforcement to assist with these issues. I have looked into the statues (316.212 and 316.2125) that cover operation of golf carts in a "self contained retirement community" and it would seem that we are legally allowed to operate golf carts meeting certain requirements.

I wish to revisit our conversation with a list of questions, some of which you answered, others I had not thought to ask, and they are listed below:

1. Do you perform this function in any communities, CDD or otherwise that are not only Golf Course Communities, but that also allow private golf carts on the streets, and would you give us a list of those communities, especially CCD Communities?
2. Can we designate specific areas on which we wish the patrol to concentrate?
3. Is it possible to issue Warnings initially?
4. Who benefits from any fines issued?
5. Will the officer "overlook" the fact that the golf carts are not "street ready"? I have attached a copy of Florida, statue 316.2125 and 312.212 with Hi Lited sections.
6. Please confirm the rates you quoted which were $45.00/hour for the Trooper, and $5.00/hour for the FHP vehicle, I believe, with a five (5) hour minimum patrol.
7. Would you forward to my attention the necessary forms to start this process.

I plan to present my proposal to our VCDD Board Meeting at on September 12, 2016, but need to forward any information you can provide to our district for inclusion in the Meeting Agenda Book by Tuesday, September 6th.

Regards,

C.W. (Mike) Craychee
Supervisor, VCDD
# FLORIDA HIGHWAY PATROL
## REQUEST FOR OFF-DUTY POLICE SERVICES

**THIS REQUEST IS BEING MADE ON BEHALF OF A(N):**

<table>
<thead>
<tr>
<th>Business or Corporation</th>
<th>Individual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name of Business or Corporation: Waterlefe Community Development District</td>
<td>Full Name:</td>
</tr>
<tr>
<td>Individual Authorized to Employ FHP Members: Molly Syvret</td>
<td>Address:</td>
</tr>
<tr>
<td>Business Address: 9530 Marketplace Road Ste 206 Ft. Myers Fl</td>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Business Telephone Number: 239-936-0913</td>
<td>Date of Birth:</td>
</tr>
</tbody>
</table>

**Name of Person to Whom FHP Member(s) Report:**

| Molly Syvret | Name of Primary Scheduler: Dennis Hobbs | Telephone Number: 727-647-3743 |

| Telephone Number: 941-708-6866 | Name of Secondary Scheduler: Telephone Number: |

**Type of Business:** Community Development District

**Patrol Vehicle Required** YES [ ] NO

**Address Where Services are to be Provided:**

10625 Waterlefe Blvd

**Type of Activity Occurring while FHP Members are Present:**

Community Development District

**Is alcohol to be sold for on-site consumption?** YES [ ] NO

**If yes, are such sales considered the regular and primary part of the business?** YES [ ] NO

**FHP Members’ Duties and Responsibilities:** Security/Traffic Control

**Start Date:** 7/1/14

**End Date:** Continuing Job

**Employer** [ ] will [ ] will not be responsible for providing workers’ compensation coverage to FHP members. If coverage is to be provided a copy of the policy must be attached to this request.

**INITIALS**

**SIGNATURE OF EMPLOYER**

**DATE**

**INITIALS**

**SIGNATURE OF SCHEDULER(S)**

**DATE**

**INITIALS**

**APPROVED [ ] NOT APPROVED**

**TROOP COMMANDER’S SIGNATURE**

**DATE**

HSMV 61077 (Rev. 08/11)
SERVICE AGREEMENT

This Service agreement (the "Agreement") is entered into on the 24th day of August 2016 by ENVIRO-TECH LLC ("Contractor") and The Venetian River Club ("Owner").

Property: Owner / Owner Agent retain Contractor to provide certain roof services with respect to:

502 Veneto Blvd Venice Florida Clubhouse
("The Property")

Owner / Owner Agent and Contractor agree to the following terms and conditions:

Scope of Work: Owner / Owner Agent retain Contractor to provide the services described herein below and as identified on diagram "Affected Area".

- Repair Leak in Clubhouse Dining Room $2,400.00
- Repair to Two Valleys on right back side of Clubhouse Dining Room
- The existing tile and underlayment is to be removed.
- New self-adhered underlayment is to be installed, and the existing tile is to be re-adhered using a foam adhesive.
- Install new valley metal.

Any degragated or rotted wood will be at additional charge per Schedule.

Any additional services or materials not included in the above scope of work shall be provided at an additional cost as provided per Exhibit "A".

Sub Total $2,400.00
Tax $__________
Proposed Total $2,400.00

Deposit Received Balance Due upon Completion
1. **Compensation:** With respect to the "Scope of Work" described on front cover and/or as listed in detail, Owner / Owner Agent agree to compensate contractor in the amount listed as "Proposed Cost" as well as any and all additional services or materials required to complete the services as described in section "Scope of Work" in accordance with the "Schedule of Values" as detailed in EXHIBIT "A". All additional services requested by Owner / Owner Agent will be billed in addition to the stated Proposed Cost amount. Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law.

2. **Deposit or Down Payment:** Owner / Owner Agent agree to provide a Deposit or Down Payment to Contractor if requested. Should a deposit or down payment be requested, the Deposit shall be received by Contractor prior to ordering materials or scheduling date of service. Un-used Monies held as deposit will be returned to Owner / Owner Agent upon project completion. Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law.

3. **Additional Costs:** Included in Exhibit "A" Schedule of Values are additional costs (necessary repairs or services) required for the completion of the proposed scope of work. Execution of this contract authorizes Contractor to provide and be compensated for such repairs. These costs will be assessed and submitted to the Owner(s) as provided in Exhibit "A" Schedule of Values. All payments for additional costs shall be due upon receipt.

4. **Entire Agreement:** Owner and Contractor acknowledge that this Agreement constitutes the entire agreement between them regarding the subject matter described herein on both front and back of this document. This Agreement may not be modified or amended without a written document signed by both parties. Owner retains Contractor to provide the services described on Scope of Work. Contractor at Contractor’s sole cost and expense will supply all labor, materials and equipment necessary for the full and complete performance of the Services. Without limiting the generality of the foregoing, Contractor, at Contractor’s sole cost and expense, shall be responsible for employee payroll, general liability insurance, state unemployment compensation, federal unemployment compensation, worker’s compensation, FICA, equipment, supplies, supervision, general and administrative costs and miscellaneous benefits. Contractor warrants to Owner that Contractor shall perform the Services consistent with the standard for providing such Services in the county in which the Property is located. Contractor, in performing the Services, shall comply with all applicable laws, codes and regulations and shall meet all OSHA safety standards. In addition, Contractor shall secure and pay for all permits and licenses necessary for conducting business in the State of Florida and for the proper execution and completion of the Services.

5. **Insurance:** Contractor, at Contractor’s own cost and expense, will provide and maintain in full force and effect, insurance coverage as follows: (a) Worker’s Compensation Insurance shall be maintained by Contractor in accordance with applicable Florida Statutes, as required; (b) general liability insurance shall be maintained with a minimum combined single limit of One Million Dollars ($1,000,000.00) for bodily injuries, death, property damage, etc. resulting from any one occurrence; (c) automobile liability insurance shall be maintained with a minimum combined single limit of Five Hundred Thousand Dollars ($500,000.00) for bodily injuries, death, and property damage resulting from any one occurrence; and (d) any and all other insurance coverage required by applicable law.

6. **Nature of Relationship:** Contractor shall at all times during the term of this Agreement act as an independent Contractor. Nothing contained herein shall be construed to create the relationship of employer and employee between Contractor and Owner / Owner Agent. In that regard, Contractor shall not incur any obligations or enter into any agreements on Owner / Owner Agent’s behalf.

7. **Third Party Reliance:** It is understood and agreed that this Agreement is between Contractor and Owner / Owner Agent. No third parties shall obtain any rights by or through this Agreement and no third parties shall be entitled to rely on the opinions expressed or information provided by Contractor. Owner / Owner Agent agrees to indemnify Contractor, including any attorney’s fees incurred, with respect to any claim by any third party arising out of or relating to this Agreement.

8. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida.

9. **Venue:** All disputes relating to this Agreement shall be brought in a state court of competent jurisdiction in Manatee County, Florida.

10. **Past Due Payments:** Contractor reserves the right to cease work on any and all jobs when any amount is past the due date. Contractor is not responsible for any losses resulting from these delays. In addition Contractor is not responsible for damages sustained if work is suspended in process due to such delays. All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all cost associated with collection of past due balances.

11. **Collection:** In the event of any dispute regarding this Agreement, the Contractor shall be entitled to recover all costs and fees or incurred including attorneys’ fees, administrative handling or processing costs, collection expenses, currier or mail costs and any other documented direct or indirect cost associated with collection. Should the contractor file a lien on the property due to negligence or dispute of non-payment, contractor retains the right to bill for lien services as follows: three-hundred dollars to file and two-hundred dollars to remove.

12. **Waiver of Jury Trial:** The parties waive the right to jury trial for any claims arising out of or relating to the Agreement.

13. **Limitation and Liability:** Contractor’s liability for any claim(s) arising out of or relating to this Agreement shall not exceed the amount of compensation received by Contractor.
14. **Damages:** Owner / Owner Agent shall indemnify, defend and hold harmless Contractor with respect to any and all bodily injury, death or damage to property by Owner / Owner Agent which arise out of or are in any way related to this Agreement.

14. **Warranties:** Contractor expressly warrants and guarantees all work and materials provided under this Contract to be fit for the purposes intended for a period as indicated below:

- [ ] 2 year 
- [ ] 3 year 
- [x] 5 year 
- [ ] 7 year 
- [ ] 10 year 
- [ ] 15 year 
- [ ] _____ year(s) from date of final acceptance, and Contractor hereby agrees that during said period of time any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Owner. Flaws and deficiencies cannot be a result from actions of others, weather occurrences, failure to perform recommended maintenance, fire, flood or any act of God. Contractor during the warranty period shall repair any leak in roof where initial service was performed as detailed in "Scope of Work." Any leak or defect that is not on or from the location of the completed scope of work shall not be considered a warranted repair and Owner shall compensate Contractor in full for such repair services. Contractor will not later than Twelve (12) hours after notice to Contractor by Owner, by telephone or any other appropriate means respond to a leak or defect concern. The 12 hour response does not include a catastrophic event or National Disaster.

15. **Terms:** All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all cost associated with collection of past due balances.

16. **Special Conditions:**

17. **Affected Area:**

- [ ] Main Roof
- [ ] Garage Roof
- [ ] Other

- From main entry: [ ] Front 
- [ ] Left side
- [ ] Right side 
- [ ] Rear 

- Roof Geometry:
- [ ] Field
- [ ] Ridge
- [ ] Valley
- [ ] Rake
- [ ] Eave

Diagram

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**CONTRACTOR:**

By: [Digital signature]  
Wendy Santos  
Title: Representative  
Date:  

**OWNER / OWNER AGENT**

By: [Signature]  
Title: Owner/Owner Representative  
Date: 8/25/10  

Page 3 of 4
# Exhibit "A" - Schedule of Values - Additional Costs not included in Contract Price

<table>
<thead>
<tr>
<th>Material</th>
<th>Labor &amp; Delivery Included</th>
<th>Unit Price</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plywood</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1x4x10 Decking</td>
<td>Labor &amp; Delivery Included</td>
<td>$15.00</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x6x10 Decking</td>
<td>Labor &amp; Delivery Included</td>
<td>$15.00</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x8x10 Decking</td>
<td>Labor &amp; Delivery Included</td>
<td>$15.00</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x12x8 Decking</td>
<td>Labor &amp; Delivery Included</td>
<td>$17.00</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x4x8 Non Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$4.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x6x8 Non Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$5.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x8x8 Non Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$6.75</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x2 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$7.80</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x4 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$8.90</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x6 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$9.90</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x8 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$12.50</td>
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</tr>
<tr>
<td>2x10 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$14.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x12 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$18.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x2 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$6.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x4 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$7.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x6 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$8.75</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x8 Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
<td>$8.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x4 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$8.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x6 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$9.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x8 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$10.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>1x12 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$11.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x4 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$8.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x6 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$10.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x8 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$13.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x10 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$15.50</td>
<td>Per Linear Foot</td>
</tr>
<tr>
<td>2x12 Cedar</td>
<td>Labor &amp; Delivery Included</td>
<td>$18.50</td>
<td>Per Linear Foot</td>
</tr>
</tbody>
</table>

**Truss/ Structural Repair**

- **Plywood**
- **Cedar**
- **Labor & Delivery Included**
- **$8.50** Per Linear Foot

**Lumber Minimum Quantity of 10 foot lengths**

---

### Metal Flashing

- **Replacement L Flashing With Stucco**
  - $30.00 Per Linear Foot
- **Replacement L Flashing with Stucco Stop and Stucco**
  - $39.00 Per Linear Foot
- **Replacement of L Flashing No Stucco**
  - $14.00 Per Linear Foot
- **Replacement of Counter Flashing No Stucco**
  - $11.00 Per Linear Foot
- **Replacement of Eave Metal**
  - $18.00 Per Linear Foot

### Miscellaneous

- **Base Labor Rate (services outside initial scope of work)**
  - $85.00 Per Man Hour
- **Additional Trip, Remove and Redeliver of Equipment (Non- Material Delivery/ Site Visit Charge)**
  - $400.00 Each
- **Engineer Certified Repair Detail (Certified Letter)**
  - $580.00 Each
- **Special Engineering (When Required)**
  - Cost Plus 20%
- **HVAC Contracting Services and/or HVAC Components**
  - Cost Plus 20%
- **Electrical Contractor**
  - Cost Plus 20%
- **Redeliver or Move Delivery**
  - $500.00 Each
- **Lien Service**
  - $300.00 To File
  - $200.00 To Remove
- **Additional Permitting**
  - $300.00 Each

### Shingle Roof Service

- **Valley Repair Full Assembly**
  - $115.00 Per Linear Foot
- **Replacement Standard Shingle (Labor Only)**
  - $8.00 Each
- **Replacement Standard Shingle (Furnish and Install)**
  - $11.00 Each
- **Replacement Premium Shingle (Furnish and Install)**
  - $18.00 Each

### Concrete Tile Service

- **Valley Repair Full Assembly**
  - $150.00 Per Foot
- **Replacement Standard Concrete Tile (Labor Only)**
  - $10.00 Each
- **Replacement Standard Concrete Tile (Furnish and Install)**
  - $25.00 Each
- **Replacement Premium Concrete Tile (Furnish and Install)**
  - $30.00 Each
- **Replacement of Clay Tile (Furnish and Install)**
  - $35.00 Each
- **Custom Stain to Match Existing Tile Color**
  - Limit up to 30 tiles or larger per bid
  - $58.00 Base
  - $6.00 Per Tile
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<tr>
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<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>Permit</td>
<td>CMM fee to obtain permit for work called out below to include cost of permit</td>
<td>250.00</td>
<td>250.00</td>
<td></td>
</tr>
<tr>
<td>Roof leak</td>
<td>Price includes removal of tile in area of roof leak to include roof dry in materials damaged plywood decking not to exceed three sheets of roof decking and nail to current code install new rubberized dry in, reinstall roof tile and if needed re-stucco areas stucco removed to remove tile.</td>
<td>4,700.00</td>
<td>4,700.00</td>
<td></td>
</tr>
<tr>
<td>Certified Contractor</td>
<td>CMM Commercial Contractors, Inc. is a Florida State Certified General Contractor, License Number CGC-1509559 and Florida State Certified Roofing Contractor License Number CCC-1325905</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>PLEASE Note</td>
<td>Due to aging process roof tile color fades with age. If new tile are required to complete this repair, new tile will appear darker then existing. If color difference is a concern please request the price for removal of all tile in area of repair replaced with new.</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Guaranty</td>
<td>Tile leak repairs are guaranteed for three years, from date of work completion, in area of leak only. Mike Hamilton 941-343-0888</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
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<tr>
<td>Deposit</td>
<td>50% Deposit due prior to CMM acquiring permit with County for scope of work $2,475.00</td>
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<tr>
<td>Balance due</td>
<td>Balance is due upon completion of work.. $2,475.00</td>
<td></td>
<td></td>
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**Total**

<table>
<thead>
<tr>
<th>Phone #</th>
<th>E-mail</th>
</tr>
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<tbody>
<tr>
<td>941-232-0888</td>
<td><a href="mailto:cmmbuilder@aol.com">cmmbuilder@aol.com</a></td>
</tr>
</tbody>
</table>
CMM Commercial Contractors, Inc.
Lic. #CCC1325905
P.O. Box 511315
Punta Gorda, FL 33951

Name / Address
Venetian River Club

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thank you. Mike Hamilton CMM Commercial Contractors, Inc. 941-232-0888</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $4,950.00

Phone #
941-232-0888

E-mail
cmmbuilder@aol.com
Tab 9
Addendum

COMPANY: VENETIAN GOLF & RIVER CLUB
SITE: VENETIAN GOLF & RIVER CLUB - 105

Customer Address: VENETIAN GOLF & RIVER CLUB - 105
502 VENETO BLVD
NORTH VENICE, FL 34275-6652

Billing Address: VENETIAN GOLF & RIVER CLUB
502 VENETO BLVD
NORTH VENICE, FL 34275-6652

<table>
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<tr>
<th>System</th>
<th>Qty</th>
<th>Price</th>
<th>Sub Total</th>
<th>Product</th>
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<tr>
<td>CCTV</td>
<td>8</td>
<td>$108.10</td>
<td>$864.80</td>
<td>CAMERA, AN-TVI DOM WDR 1080P 2.8-12MM IR 24AC-12DC</td>
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<tr>
<td></td>
<td>1</td>
<td>$522.15</td>
<td>$522.15</td>
<td>TURBO UPTO 4HD 16 PORT BNC VGA HDMI</td>
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<tr>
<td></td>
<td>1</td>
<td>$161.03</td>
<td>$161.03</td>
<td>ACY, HIK 4TB HARD DRIVE</td>
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<tr>
<td></td>
<td>4</td>
<td>$18.60</td>
<td>$74.40</td>
<td>FITS 2CC51XXNVP-PENDANT CAP</td>
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<tr>
<td></td>
<td>4</td>
<td>$26.35</td>
<td>$105.40</td>
<td>WALL MOUNT SHORT W/ JUNCTION BOX-ORDER PENDANT CAP</td>
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<tr>
<td></td>
<td>1</td>
<td>$345.19</td>
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<td>MON, LCD 21.5 IN, 12VDC, HDMI, VGA, 2XBNC, LOOPING</td>
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<tr>
<td>2000</td>
<td>27</td>
<td>$114.43</td>
<td>$3089.63</td>
<td>RG59/U SIAMESE 18/2 WITH COAX PLENUM RATED</td>
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<td></td>
<td>1</td>
<td>$160.00</td>
<td>$160.00</td>
<td>LABOR</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>$160.00</td>
<td>$160.00</td>
<td>W360 SERVICES</td>
</tr>
</tbody>
</table>

Salesperson: Carlton, Jim

Installation Amount: $6550.00
Recurring Monthly Amount: $160.00
Addendum Terms:
(1) This Addendum is provided by Interface Security Systems, LLC ("ISS") under the terms of the ______________________ dated ______________________ between Customer and Interface ("Master Agreement") for Purchase of Security Services and Products or other effective agreement for services and or products between Customer and Interface Security Systems, LLC ("Master Agreement").

(2) The term for the recurring services provided at the Customer site(s) in this Addendum shall start on the date equipment is installed at the site (or delivered if installation services are not provided), and shall continue for a period of _ months (the "Initial Term"). Upon the expiration of the Initial Term services shall automatically renew annually with respect to such site (each a "Renewal Term") unless terminated by either party upon written notice at least sixty (60) days prior to the last day of the then current term.

(3) Company agrees to install or cause to be installed equipment to be equipment and provide additional services as described in this Addendum. If the System is owned by the Company, Customer shall, at its sole cost, promptly and without demand return the System to the Company at the termination of this Agreement.

(4) The invoice amount may vary from this Addendum's pricing due to equipment additions, deletions and/or configuration changes.

(5) The applicable Sales Taxes and Shipping and Handling Costs will be added to the invoice(s).

(6) The Addendum excludes pricing for electrical work. If electrical work is required, it will be quoted at the time of an electrician's site survey and invoiced separately from this Addendum at cost, plus a 20% management fee.

(7) Upon execution by Customer, this Addendum becomes a binding obligation of ISS and Customer.

Company: Interface Security Systems, LLC.  Customer: _________________________________

Name (Print): _________________________________  Name (Print): _________________________________

By (Signature): _________________________________  By (Signature): _________________________________

Title: _____________________________________  Title: _____________________________________

Date: ____________________________________  Date: ____________________________________
**INVISION COMMUNICATIONS**
4654 SR64 E Suite 136
Bradenton, Fl 34208
941.460.5737

**QUOTE**

**Number** AQAQ1126

**Date** May 2, 2016

<table>
<thead>
<tr>
<th>Sold To</th>
<th>Ship To</th>
<th>Your Sales Rep</th>
</tr>
</thead>
<tbody>
<tr>
<td>Venetian Golf and River Club&lt;br&gt;Scott Kissell&lt;br&gt;502 Veneto Blvd&lt;br&gt;Venice, Florida 34275</td>
<td>Venetian Golf and River Club&lt;br&gt;Scott Kissell&lt;br&gt;502 Veneto Blvd&lt;br&gt;Venice, Florida 34275</td>
<td>Paul Savage&lt;br&gt;941.460.5737&lt;br&gt;<a href="mailto:paul@invisioncom.com">paul@invisioncom.com</a></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>P.O. Number</th>
<th>Ship Via</th>
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<thead>
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<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ip camera system:&lt;br&gt;This is a full replacement to existing system including cabling.&lt;br&gt;Full HD 3mp camera system with 8 cameras and 16 channel DVR</td>
<td>$3,745.98</td>
<td>$3,745.98</td>
</tr>
<tr>
<td></td>
<td>Northern Video 16 Channel Nvr 2tb with Remote playback POE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6)</td>
<td>Ip 3mp indoor cameras</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td>Ip 3mp outdoor cameras</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8)</td>
<td>Cabling for cameras</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Install, setup and training</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SubTotal** $3,745.98

**Tax** $243.49

**Shipping** $0.00

**Total** $3,989.47

50% Deposit required on all orders over $1500.00

Acceptance ________________________ Date ________________________
# 3.0 Megapixel IP Outdoor IR Dome Camera

**POE, Full HD 1080P, 2.8mm IR Lens, DWDR, 100’ IR, IP66**

## Features
- Full HD 1080p / 720p Real Time Video
- Up to 2048 x 1536 Resolution (15FPS)
- POE - Power over Ethernet
- Free CMS & IP Server Software
- SD-Card Slot (card sold separately)
- 2.8mm Wide Angle IR Lens
- Digital Wide Dynamic Range
- Digital Noise Reduction
- Mechanical IR Cut Filter
- 30 IR LED’s - 100’ IR Range
- ONVIF / PSIA / CGI Compliant
- IP66 Weatherproof
- UL/CUL Certified

### Specification

<table>
<thead>
<tr>
<th><strong>Camera</strong></th>
<th><strong>IP3D</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Image Sensor</td>
<td>1/3” progressive scan CMOS</td>
</tr>
<tr>
<td>Minimum Illumination</td>
<td>0.095 lux@ F1.4, AGC on / 0 lux with IR</td>
</tr>
<tr>
<td>IRLED Count / Range / Nanometer</td>
<td>30 IR LEDs / 100’ Range / 850nm</td>
</tr>
<tr>
<td>Shutter Time</td>
<td>1/30s ~ 1/100,000s</td>
</tr>
<tr>
<td>Lens (IR Corrective)</td>
<td>2.8mm @ F2.0, angle of view: 95.8°</td>
</tr>
<tr>
<td>Lens Mount</td>
<td>Ø 14</td>
</tr>
<tr>
<td>Camera Bracket Adjustment</td>
<td>3-Axis Design</td>
</tr>
<tr>
<td>Day &amp; Night</td>
<td>Yes - ICR Filter with Auto Switch</td>
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<tr>
<td>DNR (Digital Noise Reduction)</td>
<td>3D DNR</td>
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<tr>
<td>WDR (Wide Dynamic Range)</td>
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<tr>
<td>BLC (Backlight Compensation)</td>
<td>Yes, Zone Configurable</td>
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<tr>
<td>On-board storage</td>
<td>Built-in Micro SD/SDHC/SDXC card slot, up to 64 GB</td>
</tr>
<tr>
<td>Video Compression</td>
<td>H.264 / MJPEG</td>
</tr>
<tr>
<td>H.264 Codec Profile</td>
<td>Main Profile</td>
</tr>
<tr>
<td>Bit Rate</td>
<td>32 Kbps ~ 16 Mbps</td>
</tr>
<tr>
<td>Dual Streaming</td>
<td>Yes</td>
</tr>
<tr>
<td>Maximum Image Resolution</td>
<td>2048 x 1536</td>
</tr>
<tr>
<td>Frame Rate</td>
<td>60Hz: 15fps (2048 x 1536), 30fps (1920 x 1080), 30fps (1280 x 720)</td>
</tr>
<tr>
<td>Image settings</td>
<td>Saturation, brightness, contrast adjustable through client software or web browser</td>
</tr>
<tr>
<td>Network Storage</td>
<td>Compatible</td>
</tr>
<tr>
<td>Alarm Trigger</td>
<td>Motion detection, tampering alarm, network disconnect, IP address conflict, storage full, storage error</td>
</tr>
<tr>
<td>Protocols</td>
<td>TCP/IP, HTTP, DHCP, DNS, DDNS, RTP, RTSP, PPPoE, SMTP, NTP, UPnP, ICMP/IGMP/SNMP, FTP, 802.1X, QoS, HTTPS</td>
</tr>
<tr>
<td>System Compatibility</td>
<td>ONVIF, PSIA, CGI</td>
</tr>
<tr>
<td>Security Functions</td>
<td>User authentication, reset button, dual stream, watermark</td>
</tr>
<tr>
<td>Communication Interface</td>
<td>1 RJ45 10M / 100M ethernet port</td>
</tr>
<tr>
<td>Operating Conditions</td>
<td>-30°C ~ 60°C (-22°F ~ 140°F)</td>
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<tr>
<td>Housing Material</td>
<td>Heavy Duty Aluminum</td>
</tr>
<tr>
<td>Housing Color</td>
<td>White</td>
</tr>
<tr>
<td>Power Supply</td>
<td>12 VDC ± 10%, PoE (802.3af)</td>
</tr>
<tr>
<td>Power Consumption</td>
<td>Max. 5W with ICR on</td>
</tr>
<tr>
<td>Weatherproof Rating</td>
<td>IP66</td>
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<tr>
<td>Dimensions</td>
<td>Ø 111 x 82 mm (Ø 4.4” x 3.2”)</td>
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<tr>
<td>Weight</td>
<td>500g (1.1bs)</td>
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<tr>
<td>Certifications</td>
<td>UL / CUL</td>
</tr>
</tbody>
</table>

### Included Accessories

1. Quick Guide
2. Software Disk
3. Mounting Plate
4. Mounting Template & Hardware Packet
5. L-Style Wrench
6. Video Test Connector

---

Note: Specification subject to change without notice.
# 3.0 Megapixel IP Outdoor IR Bullet Camera

**POE, Full HD 1080p, 2.8~12mm IR Lens, DWDR, 100’ IR, IP66**

## FEATURES

- Full HD 1080p / 720p Real Time Video
- Up to 2048 x 1536 Resolution (15FPS)
- POE - Power over Ethernet
- Free CMS & IP Server Software
- SD-Card Slot (card sold separately)
- Junction Box with 3/4 Knockout Included
- 2.8 ~12mm Varifocal IR Lens
- Digital Wide Dynamic Range
- Digital Noise Reduction
- Mechanical IR Cut Filter
- ONVIF / PSIA / CGI Compliant
- IP66 Weatherproof
- UL/CUL Certified

## INCLUDED ACCESSORIES

1. Quick Guide
2. Software Disk
3. Mounting Template & Hardware Packet
4. Junction Box
5. L-Style Wrench
6. Video Test Cable

## SPECIFICATION

<table>
<thead>
<tr>
<th><strong>SPECIFICATION</strong></th>
<th><strong>IP3VFB</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>CAMERA</strong></td>
<td></td>
</tr>
<tr>
<td>Image Sensor</td>
<td>1/3&quot; progressive scan CMOS</td>
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<tr>
<td>Minimum Illumination</td>
<td>0.095 lux@ F1.4, AGC on / 0 lux with IR</td>
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<tr>
<td>IRLED Count / Range / Nanometer</td>
<td>42 IR LEDs / 100’ Range / 850nm</td>
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<tr>
<td>Shutter Time</td>
<td>1/30s ~ 1/100,000s</td>
</tr>
<tr>
<td>Lens (IR Corrective)</td>
<td>2.8~12mm @ F1.4, angle of view: 91° ~ 28°</td>
</tr>
<tr>
<td>Lens Mount</td>
<td>Φ 14</td>
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<tr>
<td>Camera Bracket Adjustment</td>
<td>3-Axis Design</td>
</tr>
<tr>
<td>Day &amp; Night</td>
<td>Yes - ICR Filter with Auto Switch</td>
</tr>
<tr>
<td>DNR (Digital Noise Reduction)</td>
<td>3D DNR</td>
</tr>
<tr>
<td>WDR (Wide Dynamic Range)</td>
<td>Digital WDR</td>
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<tr>
<td>BLC (Backlight Compensation)</td>
<td>Yes, Zone Configurable</td>
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<td>Built-in Micro SD/SDHC/SDXC card slot, up to 64 GB</td>
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<td>Video Compression</td>
<td>H.264 / MJPEG</td>
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<tr>
<td>H.264 Codec Profile</td>
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<td>60Hz: 15fps (2048 × 1536), 30fps (1920 × 1080), 30fps (1280 × 720)</td>
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<tr>
<td>Security Functions</td>
<td>User authentication, reset button, dual stream, watermark</td>
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<tr>
<td>Communication Interface</td>
<td>1 RJ45 10M / 100M ethernet port</td>
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<tr>
<td>Operating Conditions</td>
<td>-30°C ~ 60°C (-22°F ~ 140°F) humidity 95% or less (non-condensing)</td>
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<td>Housing Color</td>
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<td>Housing Material</td>
<td>Heavy Duty Aluminum</td>
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<tr>
<td>Power Supply</td>
<td>12 VDC ± 10%, PoE (802.3af)</td>
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<tr>
<td>Power Consumption</td>
<td>Max. 5W (7W with ICR on)</td>
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<td>Weatherproof Rating</td>
<td>IP66</td>
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<tr>
<td>Dimensions</td>
<td>95 x 105 x 258.6 mm (3.74” x 4.13” x 10.18”)</td>
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<tr>
<td>Weight</td>
<td>1200g (2.65lbs)</td>
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<td>Certifications</td>
<td>UL / CUL</td>
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</table>

Note: Specification subject to change without notice.
NVRPOE Series 1080P NVRs

NVR4POE 4-Channel 1080p NVR with 4Ch Built-in PoE
NVR8POE 8-Channel 1080p NVR with 8Ch Built-in PoE
NVR16POE 16-Channel 1080p NVR with 16Ch Built-in PoE

Full Mobile Apps
Free Guarding Expert Mobile Apps for iPhone, iPad, Android, Android Tablets and Windows Phone

Plug and Play!
Plug and Play Operation with Northern 3.0 Megapixel Cameras
*Cameras Sold Separately

IP3D
2.8mm, 100’ IR Mini-Dome Camera

IP3W
2.8mm, 30’ IR Wedge Camera

IP3B
4.0mm, 65’ IR Bullet Camera

IP3T
2.8mm 100’ IR Turret Camera

IP3VFD
2.8-12mm 65’ IR Dome Camera

IP3VFB
2.8-12mm 100’ IR Bullet Camera

FEATURES
- Real-Time 30FPS/Ch Recording @ 1080p
- Up to 6MP Recording
- H.264 Recording Compression
- Full Mobile Apps for iPhone, iPad & Android
- Built-in Motion Detection/Privacy Mask
- Free DDNS Included
- Free CMS & Streaming Server Software
- Supports P2P Operation
- Up to 12TB Storage Capacity
- Integrated 50W/120W/200W PoE Switch (4/8/16Ch)
- Included Mouse & IR Remote
- Dual USBs for Copying Video & Mouse Control
- Simultaneous HDMI & VGA Video Outputs
- Up to 16 Channel Synchronous Playback
- Accepts ONVIF/PSIA Protocols
- Rack Mount Hardware Included (8 & 16Ch)
- PAL/NTSC Selectable
- Built-in Audio & Alarm
- Supports 2-Way Audio
**Learn More**

**Mobile Apps for iPhone, iPad & Android**  
View & Playback Video from multiple mobile devices.

**Real Time 1080p Recording**  
All models record 30FPS per Channel @1080p resolution.

**Up to 12TB Storage Capacity**  
Large Hard Disk storage capacity allows for longer storage of recorded video.

**Built in PoE Switch**  
4Ch/50W, 8Ch/120W or 16Ch/200W PoE Switch for connecting & powering cameras directly from the NVR using only a single CAT5 or CAT6 cable.

**Free CMS Software for PC & MAC**  
Connect to multiple NVRs or individual IP cameras from a single computer with the included CMS software.

**Free Streaming Server Software**  
Perfect for lowering the bandwidth load on the NVR in applications where multiple users need constant remote access.

**Mouse & IR Remote Control**  
Easily control the NVR from either the included Mouse or IR Remote Controller.

**HDMI & VGA Video Outputs**  
Simultaneously display video through both VGA & HDMI monitor outputs.

**Built in Motion Detection**  
Maximize your recording duration by only recording when Motion is detected by the NVR.

**Built in DDNS**  
Free DDNS insures you will always stay connected to your NVR when using a Dynamic IP address.

**P2P Operation**  
Peer to Peer functionality makes set up easier by bypassing the need to configure port forwarding in most routers.

**Dual USB Ports**  
NVR's include front and rear USB ports for making copies of video and mouse control of the DVR.

**Remote Accessibility**  
Remotely connect, monitor, playback, record and change NVR settings via IE, Firefox, Chrome and Safari Browsers.

**Plug & Play**  
Effortless camera set up requires no configuration. Simply plug them in and generate video when used with Northern IP Cameras.

**3rd Party Compatibility**  
Built in protocols for Onvif, Acti, Arecont, Axis, Bosch, Brickcom, Canon, Hikvision, Hunt, Panasonic, Samsung, Sony, Vivotek, Zavio..
Rear Panel Definitions / Connections

4 Ch. Models

- Audio Output
- Audio Input
- Alarm
- LAN 10/100/1000M RJ-45
- Power Switch

- POE Ports x4
- VGA
- HDMI Digital Output
- USB
- Power Jack
- Ground

8 Ch. Models

- Audio Output
- Audio Input
- Alarm
- LAN 10/100/1000M RJ-45
- Power Input
- Power Switch

- POE Ports x8
- VGA
- HDMI Digital Output
- USB
- Ground

16 Ch. Models

- Audio Input
- Alarm
- LAN 10/100/1000M RJ-45
- Power Input
- Power Switch

- POE Ports x16
- Audio Output
- VGA
- HDMI Digital Output
- USB
- Ground

Front Panel Controls & Connections

- LED Display
- Directional Controls
- Menu
- Remote Sensor
- Enter
- Esc
- USB
# NVRPOE Series Specifications

<table>
<thead>
<tr>
<th>FEATURES</th>
<th>NVR4POE</th>
<th>NVR8POE</th>
<th>NVR16POE</th>
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<tr>
<td><strong>Video/Audio Input</strong></td>
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<td></td>
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<tr>
<td>IP Video Input</td>
<td>4-Ch.</td>
<td>8-Ch.</td>
<td>16-Ch.</td>
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<td>Two-Way Audio Input</td>
<td>1-ch, RCA (2.0 Vp-p, 1kΩ)</td>
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<tr>
<td>NTSC / PAL</td>
<td>Auto Detection for NTSC/PAL Formats</td>
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<tr>
<td>Plug &amp; Play Models</td>
<td>IP3D / IP3B / IP3W / IP3T / IP3VFB / IP3VFD</td>
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<tr>
<td>Third Party Compatible Mfg.</td>
<td>ACTI, Arecont, AXIS, Bosch, Brickcom, Canon, HIKvision, PANASONIC, Pelco, SAMSUNG, SANYO, SONY, Vivotek, ZAVIO, ONVIF, PSIA</td>
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<tr>
<td><strong>Network</strong></td>
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<td>Incoming Bandwidth</td>
<td>40Mbps</td>
<td>80Mbps</td>
<td>160Mbps</td>
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<tr>
<td>Outgoing Bandwidth</td>
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<td>Remote Connection</td>
<td>32</td>
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<tr>
<td><strong>Video/Audio Output</strong></td>
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<tr>
<td>Recording Resolution</td>
<td>6MP/5MP/3MP/1080P/UXGA/720P/VGA/4CIF/DCIF/CIF/QCIF</td>
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<tr>
<td>Frame rate</td>
<td>Main stream: 50 fps (P) / 60 fps (N)</td>
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<tr>
<td>Simultaneous Outputs</td>
<td>Yes - VGA and HDMI Simultaneous Outputs</td>
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<tr>
<td>HDMI/VGA Output Resolution</td>
<td>1-ch: 1920 × 1080P /60Hz, 1600 × 1200 /60Hz, 1280 × 1024 /60Hz, 1280 × 720 /60Hz, 1024 × 768 /60Hz</td>
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<tr>
<td>Audio Output</td>
<td>1-ch, RCA (Linear, 1kΩ)</td>
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<tr>
<td><strong>Recording &amp; Playback</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Live View / Playback Resolution</td>
<td>6MP / 5MP / 3MP / 1080P / UXGA / 720P / VGA / 4CIF / DCIF / CIF / QCIF</td>
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<td></td>
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<tr>
<td>Playback Capability</td>
<td>4-Ch.@1080P</td>
<td>8-Ch.@720P, 6-Ch. @1080P</td>
<td>16-Ch.@4CIF, 12-Ch.@720p, 6-Ch.@1080p</td>
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<tr>
<td>Record Mode Types</td>
<td>Manual, Continuous, Alarm, Motion, Motion &amp; Alarm</td>
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<tr>
<td>Record Time Periods</td>
<td>8 Recording Time Periods with Separate Record Types</td>
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<td></td>
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<tr>
<td>Pre &amp; Post Recording</td>
<td>Pre &amp; Post Recording for Alarm &amp; Motion Detection / Pre Recording for Schedule &amp; Manual Recording</td>
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<td></td>
</tr>
<tr>
<td>Redundant Recording</td>
<td>N/A</td>
<td>Yes - Available only in 2 HDD configurations</td>
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<tr>
<td>Recording Parameters</td>
<td>Independent for Each Channel (Resolution, Frame Rate, Bit Rate, Image Quality, etc.)</td>
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<tr>
<td>Zooming</td>
<td>Available in Live View &amp; Playback</td>
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<tr>
<td>Synchronous playback</td>
<td>4Ch, 720P / 2Ch, 1080P / 1Ch, 5MP</td>
<td>8Ch, 4CIF / 4Ch, 720P / 2Ch, 1080P / 1Ch, 5MP</td>
<td>16Ch, 4CIF / 12Ch, 720p / 6Ch, 1080p / 1Ch, 6MP</td>
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<tr>
<td>Playback Controls</td>
<td>Pause, Reverse Play, Speed Up, Speed Down, Skip Forward, Skip Backward, Mouse Drag</td>
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<tr>
<td>Searching</td>
<td>Search Recorded Files by Events (Alarm Input / Motion Detection)</td>
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<tr>
<td><strong>Hard Disk</strong></td>
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<td>SATA</td>
<td>1 SATA interface for 1 HDD</td>
<td>2 SATA interfaces for 2 HDDs</td>
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<tr>
<td>Capacity</td>
<td>Up to 6TB for each disk</td>
<td></td>
<td>12TB</td>
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<tr>
<td>HDD Detection</td>
<td>Built-in S.M.A.R.T and Bad Sector Detection</td>
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<tr>
<td><strong>External Interface</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Network Interface</td>
<td>1 RJ-45 10 /100 /1000 Mbps self-adaptive Ethernet interface</td>
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<tr>
<td>Alarm In/Out</td>
<td>4-In / 1-Out</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>IVMS Software</strong></td>
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<td></td>
</tr>
<tr>
<td>CMS Client - Included</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Video Server - Included</td>
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<td>Streaming Server - Included</td>
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<td><strong>PoE</strong></td>
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<tr>
<td>Network Interface</td>
<td>4 Independent 100 Mbps PoE</td>
<td>8 Independent 100 Mbps PoE</td>
<td>16 Independent 100Mbps</td>
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<tr>
<td>Max. Power</td>
<td>50W</td>
<td>120W</td>
<td>200W</td>
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<tr>
<td><strong>Power Supply</strong></td>
<td>External / 48V DC Included</td>
<td>Internal / 110–220V AC</td>
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<tr>
<td>Consumption</td>
<td>≤ 10W (without hard disk and PoE)</td>
<td>≤ 15W (without hard disk and PoE)</td>
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</tr>
<tr>
<td>Operating Temperature</td>
<td>-10 °C ~ +55 °C (+14 °F~ + 131 °F)</td>
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<td></td>
</tr>
<tr>
<td>Operating Humidity</td>
<td>10 % ~ 90 %</td>
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<td></td>
</tr>
<tr>
<td>Chassis</td>
<td>1U chassis</td>
<td>19&quot; rack-mount 1U chassis</td>
<td>15&quot; rack-mount 1U chassis</td>
</tr>
<tr>
<td>Dimensions (W x D x H)</td>
<td>315 x 230 x 45mm / (12.4&quot; x 9.1&quot; x 1.8&quot;)</td>
<td>445 x 290 x 45mm / (17.5&quot; x 11.4&quot; x 1.8&quot;)</td>
<td>380 x 290 x 48mm / (15&quot; x 11.4&quot; x 1.9&quot;)</td>
</tr>
<tr>
<td>Weight</td>
<td>≤ 1 kg (2.2 lb.) (without hard disk)</td>
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</table>
Tab 10
QUICK SUMMARY OF LAP POOL PUMP SITUATION

Sometime around August 18\textsuperscript{th} or 19\textsuperscript{th}, the Lap Pool Pump shut down and was diagnosed as having tripped the electrical overloads in the motor starter control panel. These overloads (3) or “fuses” are designed to trip or open in the event any one leg or phase of the motor wiring “sees” or experiences a larger than normal current flow. The above is somewhat speculation on my part since I was not present at or immediately after the shutdown incident, but sounded reasonable to me based on what I was told and what was done after the incident.

Initially it was thought that there was a problem with the motor, but after talking to the technical service people at the pump manufacturer, a local motor repair company and the fact that the motor/pump/separator assembly was able to be restarted and has been running, it would appear that the problem was voltage related. Since I am not sure the exact day of the incident, I am not sure what the weather conditions were, but if it was a hot day and FPL had a system voltage drop, an increase in the current draw for this motor could have occurred and caused the problem. The obvious question is “Why wasn’t the Resort Pool Pump affected the same way” and I don’t have an answer to that.

What has been done to date:

1. The electrician that was called determined that it was safe to operate the system with overloads having a slightly higher trip point and those overloads have been installed.
2. Using the name plate information from the original constructions drawings we have been able to locate a source for the same motor/pump/separator. The cost of this system has been quoted at approximately $6,700.00 with a 5 to 6 week lead time (order date to shipping date). This system is manufactured by Sta-Rite Pumps, which has been purchased by Pentair Corporation.
3. During the investigation of the above system it was suggested that we look at the Pentair EQ line of pumps, which we did. While there is still one dimensional/installation question to work out (should be resolved on Wednesday the 7\textsuperscript{th}) I am comfortable that the Pentair EQ1000KT Motor/Pump/Separator Assembly will provide the same flow characteristics, have better anti corrosion characteristics, and assuming we can resolve the dimensional/installation question, be installed with a minimum of expense. This system was quoted at $4,800.00, with a 2 to 4 week lead time (order date to shipping date).
4. This ($4,800.00) was originally approved by the VCDD Chairman for purchase before we could be reasonably sure we could maintain the Lap Pool Operation and then the time it took to insure the two systems were compatible. When it was determined we could be reasonably sure the system would continue to operate it was decided to bring it to the VCDD Board for discussion and approval.

At this point the existing Lap Pool System is operating, it is “old”, the separator is badly corroded, leading to “spotting” in the lap Pool when pieces of rust break loose and travel into the Pool, and the seals between the motor and pump are leaking. It is my recommendation that an order be issued for a new motor/pump/separator for the Lap Pool at $4,800.00

C.W. (Mike) Craychee
Tab 11
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on Monday, August 22, 2016 at 9:30 a.m. at the Venetian River Club, 502 Pesaro Drive, North Venice, Florida 34275.

Present and constituting a quorum were:

Jerry Jasper  
Board Supervisor, Chairman
Jim Shea  
Board Supervisor, Vice Chairman
Harry Orenstein  
Board Supervisor, Assistant Secretary
Barry Snyder  
Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon  
District Manager, Rizzetta & Company, Inc.
Matthew Huber  
Regional District Manager, Rizzetta & Company, Inc.
Andy Cohen  
District Counsel, Persson & Cohen, P.A.
Chris Kolb  
District Engineer, Schappacher Engineering
Karen Richard  
Field Manager, VCDD
Scott Kissell  
General Manager, River Club
Audience

FIRST ORDER OF BUSINESS  
Call to Order

Ms. Blandon called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS  
Public Comment

Mr. Jasper advised he would like to hold Public Comment until after completion of the Budget Public Hearing.

THIRD ORDER OF BUSINESS  
Public Hearing Regarding the Fiscal Year 2016/2017 Budget and Assessments

Ms. Blandon provided an overview of the public hearing process and asked for a motion to open the public hearing.

On a Motion by Mr. Orenstein, seconded by Mr. Snyder, with all in favor, the Board Opened the Public Hearing Regarding the Fiscal Year 2016/2017 Budget and Assessments, for the Venetian Community Development District.
FOURTH ORDER OF BUSINESS  
Presentation of the Fiscal Year 2016/2017 Proposed Final Budget

Mr. Jasper advised he prepared a presentation that he will review and audience questions would be taken after the presentation. He then provided an overview of the power point presentation which reviewed the proposed final budget and explained the differences in the various assessments. Ms. Blandon opened the floor to public comment; she asked that anyone who would like to speak to please approach the podium and provide their name for the record. Questions and comments from the public related to the budget and assessments were entertained.

On a Motion by Mr. Jasper, seconded by Mr. Shea, with all in favor, the Board Closed the Public Hearing Regarding the Fiscal Year 2016/2017 Budget and Assessments, for the Venetian Community Development District.

FIFTH ORDER OF BUSINESS  
Consideration of Resolution 2016-11, Annual Appropriations and Adopting the Final Budget for Fiscal Year 2016/2017

Ms. Blandon provided an overview of the resolution which adopts the final budget as presented; general fund $1,522,440.00, enterprise fund $1,616,882.00, and debt service fund $1,470,983.72.

On a Motion by Mr. Orenstein, seconded by Mr. Snyder, with all in favor, the Board Adopted Resolution 2016-11, Annual Appropriations and Adopting the Final Budget for Fiscal Year 2016/2017; general fund $1,522,440.00, enterprise fund $1,616,882.00, and debt service fund $1,470,983.72, for the Venetian Community Development District.

SIXTH ORDER OF BUSINESS  
Consideration of Resolution 2016-12, Making a Determination of Benefit, Imposing Special Assessments, Providing for the Collection and Enforcement of Assessments, Certifying an Assessment Roll

Ms. Blandon provided an overview of the resolution.

On a Motion by Mr. Shea, seconded by Mr. Jasper, with all in favor, the Board Adopted Resolution 2016-12, Making a Determination of Benefit, Imposing Special Assessments, Providing for the Collection and Enforcement of Assessments, Certifying an Assessment Roll, for the Venetian Community Development District.

SEVENTH ORDER OF BUSINESS  
Public Comment

Ms. Blandon opened the floor for public comment. Questions and comments from the public were entertained.
EIGHTH ORDER OF BUSINESS  
Consideration of the BrightView Agreement for Emergency Response in the Event of a Hurricane

Ms. Blandon provided an overview of the agreement received from BrightView for emergency response in the event of a hurricane, in the event the District’s vendor is unable to make it out to the property. Mr. Cohen advised the agreement is bare bones and suggested adding standard public records wording to the agreement. Mr. Jasper directed Ms. Richard to have the agreement revised and then bring it back to the Board for review and consideration. This item was tabled until the agreement is revised to add the verbiage requested by Counsel.

NINTH ORDER OF BUSINESS  
Consideration of Resolution 2016-10, Designating Dates, Time and Location for Regular Meetings of the Board of Supervisors for Fiscal Year 2016/2017

Ms. Blandon provided an overview of the resolution, advising the schedule being presented is consistent with the current year schedule; meetings are scheduled to be held on the second and fourth Monday of each month at 9:30 am. Mr. Jasper advised that he requested the December 26, 2016 meeting be deleted from the schedule.

On a Motion by Mr. Snyder, seconded by Mr. Shea, with all in favor, the Board Adopted Resolution 2016-10, Designating Dates, Time and Location for Regular Meetings of the Board of Supervisors for Fiscal Year 2016/2017; to be held on the second and fourth Monday of each month at 9:30 a.m., to be held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275, for the Venetian Community Development District.

TENTH ORDER OF BUSINESS  
Consideration of the Minutes of the Board of Supervisors Meeting held on August 08, 2016

Ms. Blandon presented the minutes of the Board of Supervisors Meeting held on August 08, 2016. She asked if there were any revisions, additions, or deletions to the minutes. There were none.

On a Motion by Mr. Jasper, seconded by Mr. Orenstein, with all in favor, the Board Approved the Minutes of the Board of Supervisors’ Meeting held on August 08, 2016 as presented, for the Venetian Community Development District.

ELEVENTH ORDER OF BUSINESS  
Consideration of the Minutes of the Facilities Committee Meeting held on May 02, 2016

Ms. Blandon presented the minutes of the Facilities Committee meeting held on May 02, 2016 and asked if there were any questions. Mr. Orenstein inquired regarding the wording “…Mr. Craychee assumed the chair and called the meeting to order…” Mr. Cohen advised the VCDD Board members are liaisons to the committees and should not be referred to as “Chair”. The Board requested that the minutes be revised and resubmitted for consideration.
TWELFTH ORDER OF BUSINESS  Consideration of the Operations and Maintenance Expenditures for the Month of July 2016

Ms. Blandon presented the operations and maintenance expenditures for the period of July 1 through July 31, 2016 totaling $130,784.74. She asked if there were any questions. There were none.

On a Motion by Mr. Jasper, seconded by Mr. Shea, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of July 2016, for the Venetian Community Development District.

THIRTEENTH ORDER OF BUSINESS  Review of July 2016 River Club Financials

Mr. Kissell provided an overview of the River Club financials for the month of July 2016. Discussion ensued.

FOURTEENTH ORDER OF BUSINESS  Review of July 2016 VCDD Financials

Ms. Blandon provided an overview of the Venetian CDD financials for the month of July 2016. Discussion ensued.

FIFTEENTH ORDER OF BUSINESS  Staff Reports

A. District Counsel
Mr. Cohen advised he has been working with Mr. Dailey of Rizzetta & Company regarding contract renewals; he advised Rizzetta is basically splitting the contract between Management and Amenities. He further advised the contracts will be on the next agenda for consideration. Mr. Cohen further advised that regarding the virtual fitness classes; the release signed for the River Club is broad enough to encompass the virtual classes.

B. District Engineer
Mr. Kolb advised regarding the speed hump repair; only one installation proposal has been received, at a cost of approximately $2,000. He further advised he will pull the speed radar reports and forward to the Board. Discussion ensued regarding the tennis shed drawings; it was advised Mr. Schappacher is working on drawings for the shed.

C. River Club
Mr. Kissell advised the pool lifts are scheduled to be fixed this week and the sidewalks and walkways around the club house have been cleaned. He further advised the lap pool pump may need to be replaced. Mr. Jasper inquired as to major work being done during the Clubhouse closure. Mr. Kissell advised in the kitchen the ceiling tiles are being repainted, laminate is being installed on the walls in splash areas, equipment is being pulled and cleaned behind, the carpet is being cleaned, a lot of painting is taking place inside, and pressure washing outside.
D. Field Manager
Ms. Richard provided an update regarding various maintenance items.

E. District Manager
Ms. Blandon advised the next regular meeting of the Board of Supervisors is scheduled for Monday, September 12, 2016 at 9:30 am. In addition, due to the closure of the River Club she advised them of the location change to the Golf Club.

SIXTEENTH ORDER OF BUSINESS    Supervisors Requests and Comments

Mr. Snyder advised of a situation where he was approached by a resident who advised that he was denied access to the community because he did not have his license. Discussion ensued concerning access to the public roadways within Venetian. Ms. Blandon advised it may be a good time to update the guardhouse SOP’s and ensure that all guards know the proper policies and procedures to not deny access as the roadways are public.

Mr. Jasper advised Staff to put the virtual fitness classes on the September agenda as the committee was unable to meet due to lack of quorum.

SEVENTEENTH ORDER OF BUSINESS    Adjournment

On a Motion by Mr. Shea, seconded by Mr. Orenstein, with all in favor, the Board adjourned the meeting at 10:34 a.m., for the Venetian Community Development District.

Secretary / Assistant Secretary                Chairman / Vice Chairman
Tab 12
Attending: Members: Jerry Flood, Phil Knight, Don Schafer, Steve Wright; Mike Craychee, VCDD Liaison to the Facilities Committee; Staff: Scott Kissell, VRC General Manager, Ron Sharpe, Maintenance. Absent: Steven Kleinglass, Susan Ireland, Marty Crane

Discussion Topics:

A. Call to Order: As Chairman Kleinglass was absent; Mr. Craychee called the meeting to order at 9:00 A.M.

B. Additions or Deletions to the agenda: None were brought forth.

C. Approval of the April 4, 2016 meeting minutes: Mr. Craychee suggested that under item D., a), iii), the end of the referenced paragraph be modified to read, “is not expected to be spent”. There was no opposition to the change and the minutes were approved as amended.

D. Old Business:

1) Pool entrance gate- Mr. Kissell remarked that a few complaints have been made about the gate but they are infrequent. No adjustments have been made to the gate and Mr. Kissell noted that the matter is considered to be closed.

2) Potential Capital Purchase List- The updated capital list was distributed to the committee members. Mr. Kissell made several observations about the updated list.
   a) Tennis area shed- Mr Kissell stated that final pricing for the shed and related items is not completed. One bid has been received thus far for the project. He further noted that drainage in the shed area is poor. It may be appropriate to regrade the area and new sod placed. The Tennis Committee is expected to review the final proposal and bring the matter to the VCDD for consideration.

3) Update on Vehicles on the River Walk- Mr. Flood, a member of the VG&RC POA, had brought this subject to the POA at a recent meeting of the Board. Mr. Flood reported that no motorized vehicles are to be permitted on the walkway. New signage pertaining to approved use of the walkway is to be posted at the walkway entrance.
E. Management Report- Mr. Kissell and Mr. Sharpe commented on the following:

1) Drainage at the tennis shed area
2) Pool scum detected at the water line of the pool. Matter being addressed.
3) New product being used effectively to remove rust from fencing around the pool area.
4) Consideration being given to having carpets in the Club cleaned during the summer months.
5) Bid received to upgrade security cameras at the River Club. May add cameras and consider new placements for the cameras. Estimated expenditure is about $4,000.00.
6) Handicap lift system at the pool was discussed. Mr. Kissell to contact the District Engineer regarding inspections, operating hours and other matters germane to this system.
7) No new landscape material to be used in the area that had recently been cleared or trimmed, nearby the Club parking lot.

F. VCDD Board Report- Mr. Craycee reported on the following items:

1) The VCDD Supervisors have commissioned a Capital Reserve Study with an outside engineering firm. The cost is to be $4,500.00. Having an independent assessment of requirements and project values was deemed important to the process.
2) A contractor is assessing whether a mold problem is present in the ladies’ locker room. Depending out the outcome of this work, the capital requirement for the ladies’ room renovations will be determined.
3) Depending on the outcome from discussions at the VCDD meetings in May, 2016, it may necessary to conduct a public hearing on June 6, 2016. The Supervisors will be considering fees for various uses of The River Club facilities. If such hearing is planned, the Facilities Committee would not meet on June 6, 2016, the first Monday of the month.

Mr. Schafer inquired as to the nature of such fees. Mr. Craycee noted that there are currently significantly more fitness classes being offered by the Club than in past years. Fees for such classes will be a subject of discussion by the Supervisors. Mr. Craycee noted that over 1,700 fitness activities occur during the year at a cost of approximately $72,000.00.

Comments were forthcoming from all the committee members. The committee members set out their concerns for adding fees to the Club fitness activities. Mr. Flood observed that the community would be highly critical of implementation of fees and that the timing of a public hearing was poor, with so many residents away for the summer months. He observed that the annual costs to each homeowner, for The River Club operations, was approximately $2,000.00 and residents would balk at additional fees. Mr. Knight noted that it would be difficult to single out the exercise room from the use of tennis courts when considering fees. Mr. Wright asked what the current thinking of the Supervisors was on the matter of fees.

Mr. Craycee remarked that the timing of a potential hearing was dictated by when budgets were developed and approved. (Preliminary in June; Final in September). He further noted that adding fees for services would be a difficult matter and that fairness to all residents of the community would be considered. He reiterated the need for a Public Hearing if such a
change was to be considered for implementation. Finally, Mr. Craychee stated that the last time this subject had been broached by the VCDD supervisors, it did not pass.

On another matter, Mr. Craychee noted that bids were being sought to have the gutters and soffits of the River Club repaired.

G. New Business- None was brought forth
H. Discussion of need for June meeting- To be determined based on VCDD public hearing requirement
I. Adjourn- The meeting was adjourned at 9:54 A.M.

Respectfully submitted by Stephen R. Wright, Secretary
Items Under Separate Cover
<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Egis 2016-2017 Proposed Premium</th>
<th>Carrier</th>
<th>Policy Details</th>
<th>Stahl 2016-2017 Proposed Premium</th>
<th>Carrier</th>
<th>Policy Details</th>
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<tbody>
<tr>
<td>Property (Including Flood)</td>
<td>$24,882.00</td>
<td>Florida Insurance Alliance</td>
<td>Blanket Building and Contents limit $6,000, 254. Deductible per occurrence building and contents and extension of coverages $2,500.00. Flood Limit - Excess of National Flood Insurance Program whether purchased or not with a 5% deductible per occurrence for a named Windstorm. Subject to a minimum of $10,000.00.</td>
<td>$27,265.00</td>
<td>Preferred Governmental Insurance Trust (PGIT)</td>
<td>Blanket Building &amp; Contents Limit $6,000, 254.00. Deductibles per Occurrence building and contents $2,500.00. Flood Limit - Per Occurrence and Aggregate $5,000,000.00 excess of National Flood Insurance Program, Whether Purchased or Not. Per Occurrence for Named Windstorm 3% subject to a minimum of $15,000.00.</td>
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<td>Inland Marine</td>
<td>Included in Property</td>
<td>Florida Insurance Alliance</td>
<td>Coverage is included in Property. $69,000.00 limit.</td>
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<td>Preferred Governmental Insurance Trust (PGIT)</td>
<td>Inland Marine Coverage $69,000.00</td>
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<td>Crime</td>
<td>$500.00</td>
<td>Florida Insurance Alliance</td>
<td>Forgery and Alteration $100,000 limit with a $1,000.00 deductible. Theft, Disappearance or Destruction $100,000 limit and $1,000 deductible, Computer Fraud Including Funds Transfer Fraud $100,000 and $1,000 deductible, Employee Dishonesty, including faithful performance per loss $100,000 and $1,000.00 deductible.</td>
<td>$500.00</td>
<td>Preferred Governmental Insurance Trust (PGIT)</td>
<td>Crime Coverage $100,000.00 with $1,000.00 Deductible (Forgery and alteration, Theft Disappearance or Destruction, Computer Fraud Including Funds Transfer Fraud, Employee Dishonesty (Including Faithful performance per loss).</td>
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<td>General Liability</td>
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<td>Florida Insurance Alliance</td>
<td>General Liability (Occurrence Basis) Bodily Injury/Property Damage Limit $1,000,000, Personal Injury and Advertising Injury Employee Benefits Liability (limited per person), Herbicide and Pesticide Aggregate Limit $1,000,000, Medical payments limit of $5,000.00. No fault sewer back up limit of $25,000/$250,000.00 with no deductible.</td>
<td>$4,000.00</td>
<td>Preferred Governmental Insurance Trust (PGIT)</td>
<td>General Liability occurrence basis $1,000,000.00. No deductible for GL.</td>
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<td>Policy Type</td>
<td>Egis 2016-2017 Proposed Premium</td>
<td>Carrier</td>
<td>Policy Details</td>
<td>Stahl 2016-2017 Proposed Premium</td>
<td>Carrier</td>
<td>Policy Details</td>
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<tr>
<td>Public Officials and Employment Practices Liability</td>
<td>$2,500.00</td>
<td>Florida Insurance Alliance</td>
<td>Claims Made - Liability Limit Per Claim $1,000,000, Aggregate $2,000,000 with a deductible of $2,500.00. Media Content Services Liability, Network Security Liability, Privacy Liability, First Party Extortion Threat First, Crisis Management, and Business Interruption are included with a limit of $100,000 each claim/annual aggregate.</td>
<td>$1,902.00</td>
<td>AIG Specialty Ins. Co.</td>
<td>D&amp;O Coverage $1,250,000.00 with a $2,500.00 deductible. Employment Practices Coverage Section $1,250,000.00 with a $2,500.00 deductible. Crisis Management Fund for D&amp;O $50,000.00, Policy Aggregate Limit of Liability $2,500,000.00.</td>
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<td>Automobile Liability</td>
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<td>Florida Insurance Alliance</td>
<td>Automobile $1,000,000.00 for hired non owned autos only. Personal injury protection is as per statutory limits.</td>
<td>$500.00</td>
<td>Preferred Governmental Insurance Trust (PGIT)</td>
<td>Automobile $1,000,000.00 limit for hired autos and non owned autos only. Personal injury protection is for Owned Autos subject to No Fault</td>
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<td>Workers Compensation</td>
<td>Not included</td>
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<td>Per Occurrence $1,000,000.00 and an Aggregate of $2,000,000.00.</td>
<td>$751.00</td>
<td>Zenith Insurance Company</td>
<td>* Estimate based on 15/16 Premium. Employers Liability Each Accident $1,000,000,000.00. Disease Policy Limit $1,000,000,000.00, Disease Each Employee $1,000,000.00.</td>
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<td>Liquor Liability</td>
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<td>Per Occurrence $1,000,000.00 and an Aggregate of $2,000,000.00.</td>
<td>$1,048.35</td>
<td>MT Vernon Fire Insurance Company</td>
<td>Each Common Cause $1,000,000,000.00, Aggregate $2,000,000.00.</td>
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### Renewal Figures

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<th>2015-2016 Total Premium</th>
<th>$37,555.59</th>
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<td>Egis Proposed 2016-2017 Renewal total</td>
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<td>* Workers compensation is not included. Deductible for property in the event of a windstorm is 5%.</td>
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<td>Stahl 2016-2017 Budget</td>
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<th>2016-2017 VDD Budget</th>
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<td>2016-2017 Insurance RC Budget</td>
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<td>2016-2017 Total</td>
<td>$42,306.00</td>
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This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

This quote is good for 30 days. If there is an existing policy, the quote is good for 30 days or the expiration date of the current policy whichever comes first.
This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the polices will prevail.

## CLIENT SERVICE TEAM

<table>
<thead>
<tr>
<th>Service Team Member</th>
<th>Contact Information</th>
<th>Service/Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandie Grimes</td>
<td>Email: <a href="mailto:sandie.grimes@stahlinsurance.com">sandie.grimes@stahlinsurance.com</a></td>
<td>• Total Account Coordination</td>
</tr>
<tr>
<td>Vice President</td>
<td>Phone: 813-818-5339 Direct Line</td>
<td>• Total Program Implementation</td>
</tr>
<tr>
<td></td>
<td>Fax: 813-818-5396</td>
<td></td>
</tr>
<tr>
<td>Stefanie Hotung, ACII, CRIS</td>
<td>Email: <a href="mailto:stefanie.hotung@stahlinsurance.com">stefanie.hotung@stahlinsurance.com</a></td>
<td>• All policy servicing needs</td>
</tr>
<tr>
<td>Account Manager</td>
<td>Phone: 813-818-5334 Direct Line</td>
<td>• Policy Transactions</td>
</tr>
<tr>
<td></td>
<td>Fax: 813-818-5396</td>
<td>• Claims Reporting Contact</td>
</tr>
<tr>
<td></td>
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<td>• Certificates of Insurance</td>
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<td></td>
<td></td>
<td>• Auto ID Cards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• MVRs</td>
</tr>
<tr>
<td>Wayne Jensen</td>
<td>Email: <a href="mailto:wayne.jensen@stahlinsurance.com">wayne.jensen@stahlinsurance.com</a></td>
<td>• <strong>People Safe Solutions™</strong> Administration</td>
</tr>
<tr>
<td>Director of Safety</td>
<td>Phone: 727-489-0593 Direct Line</td>
<td>• Oversees all Safety Program development and administration</td>
</tr>
<tr>
<td></td>
<td>Fax: 727-393-5623</td>
<td>• OSHA Challenge Administrator</td>
</tr>
<tr>
<td>Stefanie R. HoTung, ACII, CRIS</td>
<td>Email: <a href="mailto:stefanie.hotung@stahlinsurance.com">stefanie.hotung@stahlinsurance.com</a></td>
<td>• Oversees all Commercial Lines policies and procedures.</td>
</tr>
<tr>
<td>Commercial &amp; Marketing Manager</td>
<td>Phone: 813-818-5334 Direct Line</td>
<td>• Maintains pertinent relationships with all underwriting markets.</td>
</tr>
<tr>
<td></td>
<td>Fax: 813-818-5396</td>
<td>• Manages the development, delivery and maintenance of all insurance, underwriting and claims services activities.</td>
</tr>
</tbody>
</table>
This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the policies will prevail.
This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the policies will prevail.
## Subject To

Signed Terrorism Disclosure Form  
Signed Surplus Lines Disclosure Form

## Premium

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<th>Description</th>
<th>Amount</th>
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<td>Policy Fee</td>
<td>35.00</td>
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<td>Total Premium</td>
<td>$1,902.00</td>
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This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the policies will prevail.
LIQUOR LIABILITY INSURANCE PROPOSAL

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<th>Term</th>
<th>Writing Co</th>
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<tr>
<td>10/01/2016 – 10/01/2017</td>
<td>Mt. Vernon Fire Ins. Co. (Non-Admitted)</td>
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<td>AM Best Rate: A++ X</td>
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Coverage/Limits

LIQUOR LIABILITY LIMITS:

Each Common Cause $1,000,000
Aggregation            $2,000,000

Applicable Forms

<table>
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<tr>
<th>Document Number</th>
<th>Description</th>
<th>Form Number</th>
<th>Version Number</th>
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<tr>
<td>2110</td>
<td>(09/10) Service Of Suit</td>
<td>L-618C</td>
<td>(09/09) Amendment Of Premium Audit Conditions</td>
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<td>CG0033</td>
<td>(12/07) Liquor Liability Coverage Form</td>
<td>L-657</td>
<td>(01/11) Absolute Pollution Exclusion - Liability</td>
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<td>CG0220</td>
<td>(03/12) Florida Changes - Cancellation And Nonrenewal</td>
<td>LLQ100</td>
<td>(07/06) Amendatory Endorsement</td>
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<td>IL0021</td>
<td>(09/08) Nuclear Energy Liability Exclusion Endorsement</td>
<td>LLQ368</td>
<td>(08/10) Separation Of Insureds Clarification Endorsement</td>
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<td>Jacket</td>
<td>(09/10) Commercial Insurance Policy Jacket</td>
<td>LQ-203</td>
<td>(08/07) Additional Insured - Liquor License Holder</td>
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<td>L-224</td>
<td>(10/10) Punitive Or Exemplary Damages Exclusion</td>
<td>LQ-346</td>
<td>(09/06) Definition of “Receipts”</td>
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<td>L-610</td>
<td>(11/04) Expanded Definition Of Bodily Injury</td>
<td>LQ-354</td>
<td>(10/09) Limitation of Coverage to Insured Premises</td>
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<td>L-590</td>
<td>(01/04) Exclusion - New Entities</td>
<td>LQ-428</td>
<td>(03/12) Absolute Firearms Exclusion</td>
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<td>L-584A</td>
<td>(07/14) Warranty Endorsement – See below</td>
<td>LQ-357</td>
<td>(10/11) Assault or battery sublimit (defense outside limits)</td>
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Warranted Conditions (as represented on the Liquor Warranty Endorsement)

The insured has no knowledge of more than 1 liquor liability and/or assault or battery claims or notification of potential liquor liability and/or assault or battery claims for this location arising out of occurrences within five years prior to the date the application is signed (excluding a liquor liability claim closed without payment because insured found not legally liable).

The insured has no knowledge of more than three (3) citations, violations, charges or enforcement actions at this location within five (5) years of the date of the application. Of those three (3), no more than two (2) relate to the sale or service of alcohol or criminal activities.

Employees or other persons are not permitted to consume alcohol during their hours of employment or service.


This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the polices will prevail.
Only the insured and its authorized employees or members are permitted to serve alcohol. In the alternative, the insured warrants that persons serving alcohol who are not the insured’s authorized employees or members are covered under a policy of liquor liability insurance with limits greater than or equal to the limits of this policy.

The establishment closes by 3:30 AM daily.

Alcohol sales cease by 3:00 AM.

### Classifications

#### COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

**Location #1 – 502 Veneto Blvd., Nokomis, FL 34275**

**Liquor Liability Coverage**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Code</th>
<th>Exposure</th>
<th>Limit</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restaurant - With Sale Of Alcoholic Beverages That Are 25% Or Less of The Food And Alcohol Receipts Of The Restaurant</td>
<td>00090</td>
<td>$146,000 Receipts</td>
<td>$1M/$2M</td>
<td>0.504</td>
<td>$736</td>
</tr>
<tr>
<td>Top Shelf Without Assault Or Battery</td>
<td>09096</td>
<td>$146,000 Receipts</td>
<td>$1M/$2M</td>
<td>0.090</td>
<td>$131</td>
</tr>
<tr>
<td>Assault Or Battery</td>
<td>09095</td>
<td>$146,000 Receipts</td>
<td>$1M/$2M</td>
<td>0.089</td>
<td>$130</td>
</tr>
</tbody>
</table>

#### Subject To

**Please Note:**

Quote is subject to Audit results and/or Inspection (if any) as well as review and approval of a completed, signed, titled and dated Material Information Form.

Your liquor liability premium can be reduced up to 5% if you utilize an identification scanner device to verify the ages of your patrons.

Your liquor liability premium can be reduced up to 15% if all servers are certified in a formal alcohol awareness training program! Three year certification may be available for as low as $15 per person. Visit [www.liquortraining.com](http://www.liquortraining.com) for more information.

Above Liquor Liability premium includes the liquor license holder as an additional insured. Basic Policy coverage option: Expense Costs are inside the limits, and Assault or Battery Coverage is excluded. Top Shelf Policy coverage option includes: Expense Costs outside the limits and automatic coverage for the Liquor License Holder as an Additional Insured. Assault or Battery Coverage option is not automatically included. If the Assault or Battery Coverage option is offered, the limit and premium options will be listed under the Classifications. Otherwise, Assault or Battery Coverage is excluded.

#### Premium

| Premium                   | $997.00 |
| Surplus Lines Tax         | 49.85   |
| Surplus Lines Service Fee | 1.50    |
| Total Premium             | $1,048.35 |
UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

If a “suit” is brought against any insured, and falls within the coverage provided by the policy, seeking both compensatory damages (damages for economic loss and pain and suffering) and punitive or exemplary damages (damages as a means of punishment), no coverage shall be provided by this policy for any costs, interest, defense costs, attorney or legal fees of any type or damages attributable to punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.
UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA  

Warranty Endorsement

This endorsement modifies insurance provided under the following:  
LIQUOR LIABILITY COVERAGE FORM

SECTION I – LIQUOR LIABILITY COVERAGE; 2. Exclusions  
is amended to add the following: Loss or expense, including  
but not limited to the cost of defense arising or resulting from a claim against any insured for "injury" based on the  
selling, serving or furnishing of any alcoholic beverage, if at any time, you have breached one or more of the warranties  
set forth in this Warranty Endorsement attached to and made a part of this policy.

<table>
<thead>
<tr>
<th>Location</th>
<th>Warranties</th>
</tr>
</thead>
<tbody>
<tr>
<td>[#]</td>
<td>The insured warrants as follows:</td>
</tr>
<tr>
<td></td>
<td>• The insured has no knowledge of more than 1 liquor liability and/or assault or battery claims or notification of potential liquor liability and/or assault or battery claims for this location arising out of occurrences within five years prior to the date the application is signed (excluding a liquor liability claim closed without payment because insured found not legally liable).</td>
</tr>
<tr>
<td></td>
<td>• The insured has no knowledge of more than three (3) citations, violations, charges or enforcement actions at this location within five (5) years of the date of the application. Of those three (3), no more than two (2) relate to the sale or service of alcohol or criminal activities.</td>
</tr>
</tbody>
</table>

As a condition of coverage, the insured agrees to maintain the following warranties during the term of this policy and any renewals thereof:

• Employees or other persons are not permitted to consume alcohol during their hours of employment or service.

• Only the insured and its authorized employees or members are permitted to serve alcohol. In the alternative, the insured warrants that persons serving alcohol who are not the insured’s authorized employees or members are covered under a policy of liquor liability insurance with limits greater than or equal to the limits of this policy.

• The establishment closes by [insert time] daily.

AND/OR

• Alcohol sales cease by [insert time].

AND/OR

• All events end by  

Proposal of Insurance  
Page 9 of 11  
9/9/2016  

This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the policies will prevail.
This insurance proposal is prepared as an outline of coverage only and should not be construed as an exact or complete analysis of the policies, nor as legal evidence of insurance. In the event of any claim under the policies, or questions regarding coverage, all terms, conditions and exclusions of the policies will prevail.
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**PREMIUM SUMMARY**

**Insured:** Venetian CDD

**Insurer:**
- Package Policy – Preferred Governmental Insurance Trust (PGIT)
- Workers Compensation – Zenith Ins. Co.

**DESCRIPTION OF COVERAGE**

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Policy – 3% Named Storm Deductible: $5,000,000 Flood; $5,000,000 Earth Movement; Crime – paid to Stahl &amp; Associates</td>
<td>$32,403.00</td>
</tr>
<tr>
<td>Public Officials Liability – paid to Stahl &amp; Associates</td>
<td>$1,902.00</td>
</tr>
<tr>
<td>Liquor Liability – paid to Stahl &amp; Associates</td>
<td>$1,048.35</td>
</tr>
<tr>
<td>Workers Compensation – paid to Zenith Insurance</td>
<td>$751.00*</td>
</tr>
</tbody>
</table>

**Total Premium:** $36,104.35

*WC Premium noted above is the premium for 2015-16. Carriers are still awaiting pending WC rate increases from the State.

**PLEASE NOTE:** Preferred has advised that there would not be any change in the premium if they increased the Named Storm Deductible to 5%. Their Named Storm Deductibles are based on location.

The Proposal presented has been reviewed and accepted based on the terms provided herein.

**INSURED:** Venetian CDD
- 9530 Marketplace Rd., #206
- Ft. Myers, FL 33912

**INSURED SIGNATURE:** ___________________________ **DATE:** ___________________________
Stahl & Associates Insurance, Inc.
Venetian Community Development District
PK FL1 0584908 16-02

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the quote for Venetian Community Development District. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverage indicated in the application.

As a reminder you do not have any binding authority. Written request to bind must be received prior to the effective date of coverage or the expiration date of the quote, whichever is earlier. If written request to bind is not received within the described time frame, the quote is no longer valid and the file will be closed. Coverage is not bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

If you have any question or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE QUOTE

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Renewal Quote No.: PK FL1 0584908 16-02
Effective: 10/01/2016
Renewal Quote Expiration Date: 10/01/2016 12:00 AM
Renewal Quote Reference Number: 49026
Portal Reference Number: 211185

RENEWAL QUOTE FOR

Venetian Community Development District

c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite #206
Ft. Myers, FL 33912

Presented by Public Risk Underwriters for:

Stahl & Associates Insurance, Inc.
3939 Tampa Road
Oldsmar, FL 34677
9/9/2016 11:35 AM
Renewal Quote Reference Number: 49026

Preferred

Named Covered Party: Venetian Community Development District

Term: 10/01/2016 to 10/01/2017

Coverage Provided By: Preferred Governmental Insurance Trust

Renewal Quote No.: PK FL1 0584908 16-02

WHY PREFERRED?

Over 400 members and 15 years of service establishes that Preferred Governmental Insurance Trust fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. This is why we are clearly Preferred.

Service provided by local retail agents, dedicated loss control safety managers, and the claims expertise provided by PGCS Claim Services combine to provide optimal Member service. Members have 24/7 access to on-line claims information. Safety training is provided live in person and on-line at no additional cost to Members.

Preferred offers property appraisals to all new members upon first joining the Trust and trending of values is performed periodically after the initial appraisals. Initial appraisals are done for all scheduled buildings valued at $100,000 or higher on the submitted property schedule. Once the initial appraisal is completed, the members then have the choice to insure at appraised values with the Blanket coverage or remain at submitted values with the coverage agreement being endorsed to “stated values” with an 80% co-insurance clause.

Preferred provides a full range of risk financing options that are available from first dollar to self insured excess coverage. Public Officials/Employment Practices coverage includes coverage for cyber liability, non-monetary claims including injunctive relief, EEOC, sunshine violations, petition recall, public records law, with defense costs outside of member deductible. General Liability coverage includes a sublimit for inverse condemnation. At Preferred, only workers compensation is subject to audit thus avoiding additional premium charges beyond policy expiration.

Additional marketing material may be found on-line at www.publicrisk.com/portal. Click on portal docs for the following programs and benefits:

Badge Program - Cardiac Case management for all police and fire department personnel
Cyber Liability Coverage
HR Risk Management Helpline
Preferred Loss Control Services
Preferred Online Training via Target Solutions platform
Preferred Property Catastrophe Solution
Why Preferred
Preferred Financial Strength
Member Services Guide
Preferred TIPS

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Renewal Quote Reference Number: 49026

Preferred

Named Covered Party: Venetian Community Development District

Term: 10/01/2016 to 10/01/2017

Coverage Provided By: Preferred Governmental Insurance Trust

Renewal Quote No.: PK FL1 0584908 16-02

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc (PRU), a company owned by Brown & Brown, Inc., to administer Preferred’s operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10.25% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred’s insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker’s compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to Preferred for your coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
PROPERTY COVERAGE

Blanket Building & Contents Limit, per attached schedule $6,000,254

Extensions of Coverage

Accounts Receivable $250,000
Additional Expense $50,000
Animals $1,000/$5,000
Loss of Business Income $50,000
Debris Removal - limit shown or 25% of loss, whichever is greater, per occurrence $250,000
Demolition, Ordinance and ICC $500,000
Errors and Omissions $250,000
Expediting Expense $5,000
Fire Department Charges $25,000
Fungus Cleanup Expense $10,000/$20,000
Lawns, Plants, Trees and Shrubs $25,000
New Locations $2,000,000
Personal Property of Employees $25,000/$50,000
Pollution Cleanup Expense $25,000/$50,000
Preservation of Property $250,000
Recertification $10,000
Service Interruption Coverage $100,000
Transit $250,000
Vehicle Property Coverage $0
Buildings Under Construction If Shown on Property Schedule

Flood Limit - Per Occurrence and Aggregate $5,000,000
Excess of NFIP, whether purchased or not

Earth Movement Limit - Per Occurrence and Aggregate $5,000,000

TRIA (Including Inland Marine if applicable) Not Included

Boiler & Machinery $6,000,254

Deductibles

Per Occurrence Building & Contents and Extensions of Coverage $2,500
Per Occurrence for Named Windstorm 3%

Subject to Minimum of: $15,000

Per Flood, except zones A, V excess of NFIP, whether purchased or not $2,500
Per Earth Movement $2,500
INLAND MARINE COVERAGE

Blanket Unscheduled Inland Marine
(Subject to $25,000 any one item excludes Watercraft)

Scheduled Inland Marine

Total All Inland Marine

Inland Marine Deductible & Valuation Type

CRIME COVERAGE

Coverage Description:

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limit</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forgery and Alteration</td>
<td>$100,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Theft, Disappearance or Destruction</td>
<td>$100,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Computer Fraud including Funds Transfer Fraud</td>
<td>$100,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Employee Dishonesty, including faithful performance, per loss</td>
<td>$100,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

GENERAL LIABILITY COVERAGE (Occurrence Basis)

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury and Advertising Injury</td>
<td>Included</td>
</tr>
<tr>
<td>Products &amp; Complete Operations Limit</td>
<td>Included</td>
</tr>
<tr>
<td>Employee Benefits Liability Limit, per person</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Herbicide &amp; Pesticide Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Medical Payments Limit</td>
<td>$2,500</td>
</tr>
<tr>
<td>Fire Damage Limit</td>
<td>Included</td>
</tr>
<tr>
<td>Sewer Backup &amp; Water Damage Limit</td>
<td>$10,000/$200,000</td>
</tr>
<tr>
<td>General Liability Deductible</td>
<td>$0</td>
</tr>
<tr>
<td>Ratable Payroll</td>
<td>$0</td>
</tr>
</tbody>
</table>

LAW ENFORCEMENT LIABILITY COVERAGE (Occurrence)

<table>
<thead>
<tr>
<th>Law Enforcement Liability Limit:</th>
<th>Per Person</th>
<th>Not Included</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Occurrence</td>
<td>Not Included</td>
</tr>
<tr>
<td></td>
<td>Aggregate</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Law Enforcement Liability Deductible

| # of FT Officers | 0          |
| # of PT Officers | 0          |
| # of Volunteer Officers | 0        |
Renewal Quote Reference Number: 49026

Venetian Community Development District

10/01/2016 to 10/01/2017
Preferred Governmental Insurance Trust
PK FL1 0584908 16-02

PUBLIC OFFICIALS LIABILITY COVERAGE (Claims Made)

<table>
<thead>
<tr>
<th>Public Officials Liability Limit</th>
<th>Per Claim</th>
<th>Aggregate</th>
<th>Not Included</th>
<th>Not Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Officials Liability Deductible</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pre-termination $2,500 per employee - $5,000 annual aggregate
Non-Monetary $100,000 aggregate

EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE (Claims Made)

<table>
<thead>
<tr>
<th>Employment Related Practices Liability Limit</th>
<th>Per Claim</th>
<th>Aggregate</th>
<th>Not Included</th>
<th>Not Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Related Practices Liability Deductible</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employment Practices Retroactive Date

# of PT Employees: 0
# of PT Employees: 0
# of Volunteer Employees: 0

Sublimit of POL/EPLI (Claims Made)

Cyber Liability • Included only if POL/EPLI coverage written

<table>
<thead>
<tr>
<th>Media Content Services Liability</th>
<th>Network security Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Privacy Liability</td>
<td>First Party Extortion Threat</td>
</tr>
<tr>
<td>First Party Crisis Management</td>
<td>First Party Business Interruption</td>
</tr>
</tbody>
</table>

Voluntary notification endorsement is included

Limits: $1,000,000 each claim/$1,000,000 annual aggregate per member

Retroactive Date
EXCESS WORKERS' COMPENSATION COVERAGE

<table>
<thead>
<tr>
<th>Part I Worker's Compensation Limit</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part II Employers' Liability Limit</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>Agreement Limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>Each Employee</td>
</tr>
<tr>
<td>Self Insured Retention</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>
# AUTOMOBILE COVERAGE

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>SYMBOL</th>
<th>LIMIT</th>
<th>DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability</td>
<td>8, 9</td>
<td>$1,000,000</td>
<td>$0</td>
</tr>
<tr>
<td>Personal Injury Protection</td>
<td>5</td>
<td>Statutory</td>
<td>$0</td>
</tr>
<tr>
<td>Added PIP</td>
<td>N/A</td>
<td>Not Included</td>
<td>$0</td>
</tr>
<tr>
<td>Auto Medical Payments</td>
<td>N/A</td>
<td>Not Included</td>
<td></td>
</tr>
<tr>
<td>Uninsured / Underinsured Motorist</td>
<td>N/A</td>
<td>Not Included</td>
<td></td>
</tr>
<tr>
<td>Physical Damage Comprehensive Coverage</td>
<td>N/A</td>
<td>Not Included</td>
<td></td>
</tr>
<tr>
<td>Physical Damage Collision Coverage</td>
<td>N/A</td>
<td>Not Included</td>
<td></td>
</tr>
</tbody>
</table>

## AUTOMOBILE SYMBOLS*

1. Any “Auto”  
2. Owned “Autos” only  
3. Owned private passenger “Autos” only  
4. Owned “Autos” other than private passenger “Autos” only  
5. Owned “Autos” subject to No-Fault  
6. Owned “Autos” subject to a Compulsory Uninsured Motorist Law  
7. Scheduled “Autos” only  
8. Hired “Autos” only  
9. Non-owned “Autos” only  

* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Renewal Quote Reference Number: 49026

Venetian Community Development District

10/01/2016 to 10/01/2017
Preferred Governmental Insurance Trust
PK FL1 0584908 16-02

TOTAL PREMIUM DUE

Pay Term: Annual

Payment of $32,403.00 is due 10/01/2016.

IMPORTANT NOTE
Deductible does not apply to defense cost. Self Insured Retention does apply to defense cost.

RENEWAL QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Renewal quote is subject to review and acceptance by Preferred Board of Trustees
3. The Coverage Agreement shall be 25% minimum earned as of the first day of the "Coverage Period".
4. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
5. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
6. The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
7. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.
Additional terms and conditions, including but not limited to:

1) Quote is subject to receipt of the following information by 11/01/2016
   a) Signed first page of the Preferred Application (Florida Fraud Statement)
   b) Signed Preferred Participation Agreement
   c) Signed UM form
   d) Signed Signature page

Property Addendum:

In consideration of premium charged, coverage is restricted for Unit Number 13, as listed on the applicable property schedule, as follows:

Building Coverage is limited to pumps; control panel; tanks; package pumping system. Building structure is excluded from coverage.
**Named Covered Party:**
Venetian Community Development District

**Term:**
10/01/2016 to 10/01/2017

**Coverage Provided By:**
Preferred Governmental Insurance Trust
PK FL1 0584908 16-02

## PREMIUM BREAKDOWN

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property (includes Flood/Boiler &amp; Machinery if applicable)</td>
<td>$27,265</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>$138</td>
</tr>
<tr>
<td>Crime</td>
<td>$500</td>
</tr>
<tr>
<td>General Liability</td>
<td>$4,000</td>
</tr>
<tr>
<td>Public Officials and Employment Practices Liability</td>
<td>Not Included</td>
</tr>
<tr>
<td>Educators Legal Liability</td>
<td>Not Included</td>
</tr>
<tr>
<td>Law Enforcement Liability</td>
<td>Not Included</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$500</td>
</tr>
<tr>
<td>Automobile Physical Damage</td>
<td>Not Included</td>
</tr>
<tr>
<td>Garage/Garage Keepers</td>
<td>Not Included</td>
</tr>
<tr>
<td>Excess Workers' Compensation</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

**TOTAL PREMIUM DUE**
$32,403

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COVERED PARTY: Venetian Community Development District

AGREEMENT NO.: PK FL 0584908 16-02

AGREEMENT PERIOD: 10/01/2016 to 10/01/2017

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☑  a. I hereby reject Uninsured Motorist coverage.

☐  b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
   each person (enter limit if applicable):
   each accident

☐  c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else’s vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party’s household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐ I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signed ______________________________________
(Covered Party)

Signed ______________________________________ Date:
(Covered Party)

PGIT 398 (07 05)

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Covered Party: Venetian Community Development District

Agreement Number: PK FL1 0584908 16-02
Coverage Period: From: 10/01/2016 to 10/01/2017

I hereby confirm that limits/coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

- Property TIV: $6,000,254 Buildings & Contents Combined
- Inland Marine: Blanket Unscheduled Inland Marine $69,000
  (Subject to $25,000 any one item excludes Watercraft)
  Scheduled Inland Marine $0
  Total All Inland Marine $69,000

- Property TRIA (Terrorism Risk Insurance Act) coverage
- Automobile: 0 # of Units - Auto Liability
  0 # of Units - Comprehensive
  0 # of Units - Collision

- I hereby confirm that I have received a copy of Preferred’s Current Interlocal Agreement (which was last amended October 1, 2004) and amendment A (which was effective October 1, 2013).
- I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature)

Please remember that a signed copy of the following are also required:
- First Page of Preferred application
- Uninsured Motorist Rejection / Election form, if applicable
- Professional Liability (POL / EPLI or ELL / EPLI) application, if applicable.

Signature ___________________________________________ Title ______________________________ Date ________________

Name ______________________________________________

Please note: Failure to return this signature page could result in cancellation of coverage.
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Const Type</td>
<td>Term Date</td>
<td>Roof Covering</td>
<td>Covering Replaced</td>
</tr>
<tr>
<td>001</td>
<td>Gatehouse and Gates</td>
<td>1 Mile East of I-75 on Laurel Road, Venice, FL 34275</td>
<td>2003</td>
<td>10/01/2016</td>
<td>$42,400</td>
<td>$42,400</td>
</tr>
<tr>
<td></td>
<td>Hip</td>
<td>Low (&lt; 10)</td>
<td>119 - JM</td>
<td>10/01/2017</td>
<td>50</td>
<td>N/A</td>
</tr>
<tr>
<td>002</td>
<td>Gate arms and controls</td>
<td>1 Mile East of I-75 on Laurel Road, Venice, FL 34275</td>
<td>2005</td>
<td>10/01/2016</td>
<td>50</td>
<td>$16,500</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>102 - PITO</td>
<td>10/01/2017</td>
<td>$16,500</td>
<td>N/A</td>
</tr>
<tr>
<td>003</td>
<td>Camera, Audio Equipment and Computers</td>
<td>1 Mile East of I-75 on Laurel Road, Venice, FL 34275</td>
<td>2003</td>
<td>10/01/2016</td>
<td>50</td>
<td>$6,300</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>102 - PITO</td>
<td>10/01/2017</td>
<td>$6,300</td>
<td>N/A</td>
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<tr>
<td>004</td>
<td>Fencing</td>
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<td>2004</td>
<td>10/01/2016</td>
<td>$18,000</td>
<td>$18,000</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>102 - PITO</td>
<td>10/01/2017</td>
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<td>N/A</td>
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<tr>
<td>005</td>
<td>Club House</td>
<td>502 Veneto Blvd., Venice, FL 34275</td>
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<td>$4,480,040</td>
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<td></td>
<td>Hip</td>
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<td>10/01/2017</td>
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<td>006</td>
<td>Pools</td>
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<td></td>
<td>N/A</td>
<td>N/A</td>
<td>223 - On Ground Liquid Storage Tank</td>
<td>10/01/2017</td>
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<td>N/A</td>
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<tr>
<td>007</td>
<td>Tennis Courts, Bleachers, Fencing, &amp; Lighting</td>
<td>502 Veneto Blvd., Venice, FL 34275</td>
<td>2004</td>
<td>10/01/2016</td>
<td>$450,000</td>
<td>$450,000</td>
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<td></td>
<td>N/A</td>
<td>N/A</td>
<td>102 - PITO</td>
<td>10/01/2017</td>
<td>50</td>
<td>N/A</td>
</tr>
<tr>
<td>008</td>
<td>Monument, Fountains, Mechanical Equipment @ Entrance</td>
<td>1 Mile East of I-75 on Laurel Road, Venice, FL 34275</td>
<td>2004</td>
<td>10/01/2016</td>
<td>$15,000</td>
<td>$15,000</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>102 - PITO</td>
<td>10/01/2017</td>
<td>50</td>
<td>N/A</td>
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<tr>
<td>009</td>
<td>Direction Monument @ Main Entrance</td>
<td>1 Mile East of I-75 on Laurel Road, Venice, FL 34275</td>
<td>2007</td>
<td>10/01/2016</td>
<td>$12,000</td>
<td>$12,000</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>102 - PITO</td>
<td>10/01/2017</td>
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<td>N/A</td>
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<tr>
<td>010</td>
<td>Small Monument (west side of Laurel Rd)</td>
<td>Laurel Rd, Venice, FL 34275</td>
<td>2007</td>
<td>10/01/2016</td>
<td>$12,000</td>
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<td>102 - PITO</td>
<td>10/01/2017</td>
<td>50</td>
<td>N/A</td>
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</tbody>
</table>
## Property Schedule

**Venetian Community Development District**

**Agreement No.:** PK FL1 0584908 16-02  
**Agent:** Stahl & Associates Insurance, Inc. (Oldsmar, FL)

**Reference Number:** 49026  
**Scheduled Items Effective As of:** 09/09/2016  
**Agreement Period:** 10/01/2016 through 10/01/2017

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Const Type</th>
<th>Roof Covering</th>
<th>Contents Value</th>
<th>Total Insured Value</th>
<th>Roof Yr Bld</th>
</tr>
</thead>
<tbody>
<tr>
<td>011</td>
<td>Chain Link Fence on Laurel Rd</td>
<td>Laurel Rd, Venice, FL 34275</td>
<td>2007</td>
<td>10/01/2016</td>
<td>102 - PITO</td>
<td>N/A</td>
<td>13,864</td>
<td>N/A</td>
<td>13,864</td>
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<tr>
<td>012</td>
<td>Exit Only Gate on Cittadella Drive and camera equipment</td>
<td>Cittadella Drive, Venice, FL 34275</td>
<td>2008</td>
<td>10/01/2016</td>
<td>102 - PITO</td>
<td>N/A</td>
<td>13,650</td>
<td>N/A</td>
<td>13,650</td>
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<tr>
<td>013</td>
<td>Irrigation pumps and filters outside and controllers in Veneto Blvd and Padova Way</td>
<td>Veneto Blvd, Venice, FL 34275</td>
<td>2004</td>
<td>10/01/2016</td>
<td>251 - Pump/Lift Station</td>
<td>N/A</td>
<td>186,600</td>
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<tr>
<td>014</td>
<td>Santa Maria Monument</td>
<td>Veneto Blvd / Treviso Ct, Venice, FL 34275</td>
<td>2004</td>
<td>10/01/2016</td>
<td>102 - PITO</td>
<td>N/A</td>
<td>13,500</td>
<td>N/A</td>
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<tr>
<td>015</td>
<td>Three Movable Radar Signs ($5,000 each)</td>
<td>Veneto Blvd, Venice, FL 34275</td>
<td>2014</td>
<td>10/01/2016</td>
<td>102 - PITO</td>
<td>N/A</td>
<td>15,000</td>
<td>N/A</td>
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<tr>
<td>016</td>
<td>San Marco Monument</td>
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<td>2004</td>
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<td>N/A</td>
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<td>Murano Monument</td>
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<td>102 - PITO</td>
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<td>N/A</td>
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<tr>
<td>018</td>
<td>Ottelo Monument</td>
<td>Veneto Blvd, Venice, FL 34275</td>
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<td>10/01/2016</td>
<td>102 - PITO</td>
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<td>019</td>
<td>Rialto Monument</td>
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<td>10/01/2016</td>
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<tr>
<td>020</td>
<td>Cipriani Monument</td>
<td>Veneto Blvd, Venice, FL 34275</td>
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<td>10/01/2016</td>
<td>102 - PITO</td>
<td>N/A</td>
<td>13,500</td>
<td>N/A</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Const Type</th>
<th>Term Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>021</td>
<td>Brunello Monument</td>
<td>Veneto Blvd, Venice, FL 34275</td>
<td>2004</td>
<td>10/01/16</td>
<td>102 - PITO</td>
<td>10/01/17</td>
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<td>$13,500</td>
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<tr>
<td>022</td>
<td>Cappello Monument</td>
<td>Veneto Blvd/Bella Vista Ter, Venice, FL 34275</td>
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<td>10/01/16</td>
<td>102 - PITO</td>
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<tr>
<td>023</td>
<td>River Club Monument</td>
<td>Veneto Blvd, Venice, FL 34275</td>
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<tr>
<td>024</td>
<td>Stivali Monument</td>
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<td>10/01/16</td>
<td>102 - PITO</td>
<td>10/01/17</td>
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<td>025</td>
<td>Marcello Monument</td>
<td>Pesaro Drive, Venice, FL 34275</td>
<td>2005</td>
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<td>026</td>
<td>Castello Monument</td>
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<tr>
<td>027</td>
<td>Artisti Monument</td>
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<td>$13,500</td>
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<tr>
<td>028</td>
<td>Tiziana Monument</td>
<td>Padova Way, Venice, FL 34275</td>
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<td>102 - PITO</td>
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<tr>
<td>029</td>
<td>Stop Signs 60 ft @ 700 each</td>
<td>Various Loc within District, Venice, FL 34275</td>
<td>2006</td>
<td>10/01/16</td>
<td>102 - PITO</td>
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<td>$42,000</td>
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<tr>
<td>030</td>
<td>Tiki Bar</td>
<td>502 Veneto Blvd, Venice, FL 34275</td>
<td>2004</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Const Type</th>
<th>Eff. Date</th>
<th>Term Date</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Insured Value</th>
<th>Roof Shape</th>
<th>Roof Pitch</th>
<th>Roof Covering</th>
<th>Covering Replaced</th>
<th>Roof Yr Bld</th>
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</thead>
<tbody>
<tr>
<td>031</td>
<td>Shed</td>
<td>502 Veneto Blvd.</td>
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<td>10/01/2017</td>
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<td>$50</td>
<td>$5,000</td>
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<td>Asphalt Shingle</td>
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<tr>
<td>032</td>
<td>Otello Wall</td>
<td>North Edge of District</td>
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<td>102 - PITO</td>
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<td>10/01/2017</td>
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</table>
Inland Marine Schedule

Venetian Community Development District

Agreement No.: PK FL1 0584908 16-02

Agent: Stahl & Associates Insurance, Inc. (Oldsmar, FL)

Reference Number: 49026
Scheduled Items Effective As of: 09/09/2016
Agreement Period: 10/01/2016 through 10/01/2017

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Serial Number</th>
<th>Classification Code</th>
<th>Eff. Date</th>
<th>Term Date</th>
<th>Value</th>
<th>Deductible</th>
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<tbody>
<tr>
<td>001</td>
<td>Blanket Inland Marine</td>
<td></td>
<td>Blanket Unscheduled Inland Marine</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>$69,000</td>
<td>$1,000</td>
</tr>
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</table>

Total $69,000
Date: September 09, 2016

Venetian Community Development District
C/O Belinda Blandon
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Effective</th>
<th>Transaction</th>
<th>Amount</th>
</tr>
</thead>
</table>
| P-0721  | October 1, 2016 | Florida Insurance Alliance
          Package Policy
          Premium Effective: 10/01/2016 to 10/01/2017 | $32,382.00 |

Please note new payment remittal details below

Please Make Check Payable To:
EGIS INSURANCE ADVISORS LLC
LOCKBOX: 234021
PO BOX 84021
Chicago, IL 60689-4002

Print Date: September 09, 2016
Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Venetian Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Quotation being provided for:

**Venetian Community Development District**  
c/o Rizzetta & Company  
9530 Marketplace Road, Ste. 206  
Ft. Myers, FL 33912

**Term:** October 1, 2016 to October 1, 2017

**Quote Number:** 100116508

### PROPERTY COVERAGE

**Limits**

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blanket Building &amp; Contents Limit</td>
<td>$6,000,254</td>
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<tr>
<td>Inland Marine</td>
<td>$69,000</td>
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<tr>
<td>Flood Limit</td>
<td>Included</td>
</tr>
<tr>
<td>Excess of NFIP, whether purchased or not</td>
<td></td>
</tr>
<tr>
<td>Earthquake Limit</td>
<td>Included</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Included</td>
</tr>
<tr>
<td>TRIA</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

**Deductibles**

- Per Occurrence Building & Contents and Extensions of Coverage: $2,500
- Per Occurrence for Named Windstorm: 5%*
- Subject to Minimum of: $10,000
- Per Flood, (except zones A, V see page 8, Terms and Conditions) excess of NFIP, whether purchased or not: $2,500
- Per Earth Movement: $2,500

*5% of Total Insured Values per location, at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.

### TOTAL PROPERTY PREMIUM

$24,882
**Extensions of Coverage**
If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<table>
<thead>
<tr>
<th>(X)</th>
<th>Code</th>
<th>Extension of Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>A</td>
<td>Accounts Receivable</td>
<td>$500,000 any one occurrence</td>
</tr>
<tr>
<td></td>
<td>B</td>
<td>Animals</td>
<td>No Coverage</td>
</tr>
<tr>
<td>X</td>
<td>C</td>
<td>Business Income</td>
<td>$1,000,000 any one occurrence</td>
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<tr>
<td>X</td>
<td>D</td>
<td>Debris Removal Expense</td>
<td>$250,000 per insured or 25% of loss, whichever is greater</td>
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<tr>
<td>X</td>
<td>E</td>
<td>Demolition Cost, Operation of Building Laws and Increased Cost of Construction</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>F</td>
<td>Duty to Defend</td>
<td>$100,000 any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>G</td>
<td>Errors and Omissions</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>H</td>
<td>Expediting Expenses</td>
<td>$250,000 in any one occurrence</td>
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<tr>
<td>X</td>
<td>I</td>
<td>Fire Department Charges</td>
<td>$50,000 in any one occurrence</td>
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<tr>
<td>X</td>
<td>J</td>
<td>Fungus Cleanup Expense</td>
<td>$100,000 in the annual aggregate in any one occurrence</td>
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<tr>
<td>X</td>
<td>K</td>
<td>Lawns, Plants, Trees and Shrubs</td>
<td>$50,000 in any one occurrence</td>
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<tr>
<td>X</td>
<td>L</td>
<td>Leasehold Interest</td>
<td>Included</td>
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<tr>
<td>X</td>
<td>M</td>
<td>New locations of current Insureds</td>
<td>$1,000,000 in any one occurrence for up to 90 days except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only</td>
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<tr>
<td>X</td>
<td>N</td>
<td>Personal property of Employees</td>
<td>$50,000 in any one occurrence</td>
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<td>X</td>
<td>O</td>
<td>Pollution Cleanup Expense</td>
<td>$50,000 in any one occurrence</td>
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<td>X</td>
<td>P</td>
<td>Professional Fees</td>
<td>$50,000 in any one occurrence</td>
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<td>X</td>
<td>Q</td>
<td>Recertification of Equipment</td>
<td>Included</td>
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<tr>
<td>X</td>
<td>R</td>
<td>Service Interruption Coverage</td>
<td>$100,000 in any one occurrence</td>
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<tr>
<td>X</td>
<td>S</td>
<td>Transit</td>
<td>$250,000 in any one occurrence</td>
</tr>
</tbody>
</table>
X T Vehicles as Scheduled Property Included
X U preservation of Property $250,000 in any one occurrence
X V Property at Miscellaneous Unnamed Locations $250,000 in any one occurrence
X W Additional Expenses $1,000,000 in any one occurrence

CRIME COVERAGE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
<th>Deductible</th>
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</thead>
<tbody>
<tr>
<td>Forgery and Alteration</td>
<td>$100,000</td>
<td>$1,000</td>
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<tr>
<td>Theft, Disappearance or Destruction</td>
<td>$100,000</td>
<td>$1,000</td>
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<tr>
<td>Computer Fraud including Funds Transfer Fraud</td>
<td>$100,000</td>
<td>$1,000</td>
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<tr>
<td>Employee Dishonesty, including faithful performance, per loss</td>
<td>$100,000</td>
<td>$1,000</td>
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AUTOMOBILE COVERAGE

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<tr>
<th>COVERAGES</th>
<th>SYMBOL</th>
<th>LIMIT</th>
<th>DEDUCTIBLE</th>
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</thead>
<tbody>
<tr>
<td>LIABILITY</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
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<tr>
<td>HIRED NON OWNED LIABILITY</td>
<td>8,9</td>
<td>$1,000,000</td>
<td>$0</td>
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<tr>
<td>PERSONAL INJURY PROTECTION</td>
<td>5</td>
<td>STATUTORY</td>
<td>$0</td>
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<tr>
<td>AUTO MEDICAL PAYMENTS</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
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<tr>
<td>UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>AUTO PHYSICAL DAMAGE</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
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</tbody>
</table>

Symbol 8, 9 Hired Non-Owned Autos only
GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit $1,000,000
Personal Injury and Advertising Injury Included
Products & Completed Operations Aggregate Limit Included
Employee Benefits Liability Limit, per person $1,000,000
Herbicide & Pesticide Aggregate Limit $1,000,000
Medical Payments Limit $5,000
Fire Damage Limit Included
No fault Sewer Backup Limit $25,000/$250,000
General Liability Deductible $0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim $1,000,000
Aggregate $2,000,000
Public Officials and Employment Practices Liability Deductible $2,500
Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI
Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat First
First Party Crisis Management First
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
PREMIUM SUMMARY

Venetian Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

Term: October 1, 2016 to October 1, 2017

Quote Number: 100116508

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine) $24,882

Crime $500

Automobile Liability Not Included

Hired Non-Owned Auto Included

Auto Physical Damage Not Included

General Liability $4,500

Public Officials and Employment Practices Liability $2,500

TOTAL PREMIUM DUE $32,382

IMPORTANT NOTE

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:
General Liability includes Liquor Liability
Occurrence $1,000,000
Aggregate $2,000,000
Deductible $0
PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2016, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Venetian Community Development District

(Name of Local Governmental Entity)

By: ___________________________            ___________________________
    Signature                                              Print Name

Witness By: ___________________________            ___________________________
            Signature                                              Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2016

By: ___________________________
    Administrator

Page | 7
PROPERTY VALUATION AUTHORIZATION

Venetian Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the “Coverage Period”.
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- ✔ Building and Content TIV $6,000,254 As per schedule attached
- ✔ Inland Marine $69,000 As per schedule attached
- □ Auto Physical Damage Not Included
- ✔ I reject TRIA (Terrorism Risk Insurance Act) coverage

Signature: ___________________________ Date: ___________________________
Name: ____________________________
Title: ____________________________
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
<th>Const Type</th>
<th>Roof Shape</th>
<th>Roof Pitch</th>
<th>Term Date</th>
<th>Contents Value</th>
<th>Roof Covering</th>
<th>Covering Replaced</th>
<th>Roof Yr Blt</th>
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<tr>
<td>1</td>
<td>Gatehouse and Gates</td>
<td>1 Mile East of I-75 on Laurel Road, Venice FL 34275</td>
<td>2005</td>
<td>10/01/2016</td>
<td>$42,400</td>
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<td>Joisted masonry</td>
<td>Gambrel</td>
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<td>2</td>
<td>Gate arms and controls</td>
<td>1 Mile East of I-75 on Laurel Road, Venice FL 34275</td>
<td>2005</td>
<td>10/01/2016</td>
<td>$0</td>
<td>$16,500</td>
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<tr>
<td>3</td>
<td>Camera, Audio Equipment and Computers</td>
<td>1 Mile East of I-75 on Laurel Road, Venice FL 34275</td>
<td>2005</td>
<td>10/01/2016</td>
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<td>$6,300</td>
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<td>4</td>
<td>Fencing</td>
<td>502 Veneto Blvd., Venice FL 34275</td>
<td>2005</td>
<td>10/01/2016</td>
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<td>$18,000</td>
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<td>Club House</td>
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<td>$4,480,040</td>
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<td>Pools</td>
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<td>10/01/2016</td>
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<td>$255,000</td>
<td>Below ground liquid storage tank / pool</td>
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<td>10/01/2017</td>
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<tr>
<td>7</td>
<td>Tennis Courts, Bleachers, Fencing &amp; Lighting</td>
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<td>2004</td>
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<tr>
<td>Unit #</td>
<td>Description</td>
<td>Address</td>
<td>Year Built</td>
<td>Eff. Date</td>
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<td></td>
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<tr>
<td>8</td>
<td>Monument, Fountains, Mechanical Equipment @ Entrance</td>
<td>1 Mile East of I-75 on Laurel Road, Venice FL 34275</td>
<td>2004</td>
<td>10/01/2016</td>
<td>$19,000</td>
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<tr>
<td>9</td>
<td>Direction Monument @ Main Entrance</td>
<td>1 Mile East of I-75 on Laurel Road, Venice FL 34275</td>
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<td>10</td>
<td>Small Monument (west side of Laurel Rd)</td>
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<tr>
<td>11</td>
<td>Chain link Fence on Laurel Rd</td>
<td>Laurel Road, Venice FL 34275</td>
<td>2007</td>
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</tr>
<tr>
<td>12</td>
<td>Exit Only Gate on Ciltadella Drive and camera equipment</td>
<td>Ciltadella Drive, Venice FL 34275</td>
<td>2008</td>
<td>10/01/2016</td>
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<td>13</td>
<td>Irrigation pumps and filters/controls in pump house</td>
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<td>Santa Maria Monument</td>
<td>Veneto Blvd/Trevisco Ct, Venice FL 34275</td>
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<td>Movable Radar Sign</td>
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<td>Unit #</td>
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<td>Year Built</td>
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<td>Building Value</td>
<td>Total Insured Value</td>
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<td>San Marco Monument</td>
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<tr>
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<td>Veneto Blvd/Padova Way</td>
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<tr>
<td>19</td>
<td>Rialto Monument &amp; Transformer</td>
<td>2004</td>
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**Total:**
- Building Value: $5,662,054
- Contents Value: $338,200
- Insured Value: $6,000,254
### Inland Marine Schedule

**Venetian Community Development District**

**Quote No.:** 100116508  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
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<th>Serial Number</th>
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**Total** | $69,000 | 

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*Sign: __________________________*  
*Print Name: __________________________*  
*Date: __________________________*
LAKE AERATION AGREEMENT

This Agreement ("Agreement"), is made between VENETIAN COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “CDD”) with an address of c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, and WCI COMMUNITIES, LLC, a Delaware limited liability company (hereinafter referred to as “WCI”) with an address of 24301 Walden Center Drive, Bonita Springs, Florida 34134 on this __ day of __________, 2016 ("the Effective Date").

RECITALS

WHEREAS, the District is a local unit of special purpose government and a public corporation of the State of Florida, as created and existing in accordance with Chapter 190, Florida Statutes; and

WHEREAS, WCI is a private for-profit limited liability company that owns and operates a golf course and related facilities known as the Golf Club at Venetian Golf & River Club (“Golf Club”) on land located within the District; and

WHEREAS, WCI is the owner of a lake within the Golf Club property used as an aqua range ("Lake") that the District utilizes for irrigation water; and

WHEREAS, the Lake water currently contains algae and high phosphorus levels; and

WHEREAS, the District wishes to install an aeration system in the Lake which will significantly decrease the algae, improving the quality of water passing through the District’s irrigation system and being sprayed on the common areas and residential properties within the District; and

WHEREAS, WCI has agreed to installation of the aeration system and to share the cost of installing and maintaining the aeration system with the District; and

WHEREAS, WCI has reviewed and agreed to the “Aerator System Agreement – Installed” and “Aeration Maintenance Agreement,” attached hereto as Exhibits A and B, respectively.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and WCI agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

II. OBLIGATIONS OF THE PARTIES

The District and WCI agree to share the cost associated with installing and maintaining the aeration system, as follows:
1. The District shall execute the “Aerator System Agreement – Installed,” attached hereto as Exhibit “A,” (“Aerator Installation Agreement”) and pay the amount due thereunder pursuant to the terms of that agreement. Upon payment in full by the District, the District shall provide WCI with a copy of the fully executed Aerator Installation Agreement and invoice WCI for one-half of the total amount paid by the District. WCI shall remit payment to the District within thirty (30) days therefrom.

2. The District shall execute the “Aeration Maintenance Agreement,” attached hereto as Exhibit “B,” (“Aeration Maintenance Agreement”) and pay the amount due thereunder pursuant to the terms of that agreement. The District shall provide WCI with a fully executed copy of the Aeration Maintenance Agreement within ten (10) days of full execution thereof. Upon payment of each semiannual amount due, the District shall invoice WCI for one-half of the total amount paid by the District. WCI shall remit payment to the District within thirty (30) days therefrom. The terms of this paragraph apply to any automatic renewals of the Aeration Maintenance Agreement. WCI will be responsible for any ongoing electrical costs related to the aeration system.

3. All amendments to the Aeration Maintenance Agreement affecting price or the execution of a new aeration system maintenance agreement shall be approved by WCI prior to execution by the District, which approval shall not be unreasonably withheld. The approval of WCI shall not be required for any automatic renewals of the Aeration Maintenance Agreement.

III. TERM OF AGREEMENT

This Agreement shall take effect as of the Effective Date first written above. After aeration system installation as provided herein, either party may, in its sole and absolute discretion, whether or not reasonable, terminate this Agreement by providing written notice to the other party at least sixty (60) days prior to the expiration of any maintenance agreement for the aeration system then in effect. The termination notice must be sent by certified mail pursuant to Article VI., Section 10 herein.

IV. INSURANCE

The District shall ensure that any company providing aeration system installation and/or maintenance services maintains the following insurance coverages at acceptable limits to the District and WCI: Workmen’s Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability with the District and WCI listed as additional insureds where applicable. The District will not be responsible for any damage to WCI property caused by the vendor providing aerator installation and/or maintenance.

V. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney’s fees and costs incurred in determining entitlement to and reasonableness of fees and costs.
VI. MISCELLANEOUS

1. No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on the other party hereto without the written consent of the party sought to be bound. Notwithstanding the foregoing, if WCI sells or conveys the Golf Course to a third party, WCI may assign this Agreement to the new owner of the Golf Course in its sole discretion without the approval or consent of the District.

2. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

3. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

4. This Agreement has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

5. The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

6. This Agreement and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

7. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

8. The execution of this Agreement has been duly authorized by the appropriate body or official of each party, both the District and WCI have complied with all the requirements of law, and
both the District and the WCI have full power and authority to comply with the terms and provisions of this instrument.

9. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the District and WCI, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Notices: Whenever any notice, demand, consent, delivery, or request is required or permitted under this Agreement, it must be in writing and will be deemed to have been properly given when delivered in fact (a) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (b) delivered to Federal Express or other nationally recognized overnight courier to the addresses set forth below or at such other addresses as are specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder must be delivered as set forth above to the following parties:

To District: Venetian Community Development District
c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

With a copy to: Andrew H. Cohen, District Counsel
Persson & Cohen, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240

To WCI: WCI Communities, LLC
24301 Walden Center Drive
Bonita Springs, Florida 34134
Attention: Richard Barber

With a copy to: Nicole Marginian Swartz, Esq.
24301 Walden Center Drive
Bonita Springs, Florida 34134

Notices sent by overnight courier will be deemed given on the date of delivery and notices mailed in accordance with the foregoing will be deemed given three days after deposit in the U.S. mail. It is expressly understood and agreed to between the parties that counsel for either party is authorized to give notice on behalf of its client. Any party may change the addresses for notice by delivering such change of address in writing to the other.
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

_______________________________  ____________________________________
Secretary/Assistant Secretary  Chair, Board of Supervisors

Venetian
Community Development District

WCI Communities, LLC

By: ____________________________________
Richard Barber, Vice President
Exhibit A

Aerator System Agreement – Installed
Ms. Kareen Richard  
Venetian Community Development District  
102 Pesaro Drive  
North Venice, Florida 34275  
(941) 485-8500  
krichard@vcdd.org  

Date of revision: August 22, 2016  CB-R Update correspondence and price.  
Date of revision: August 26, 2016  CB-R Update correspondence and remove tax.  

See Attached Technical Specifications.  

TAX EXEMPT: Please provide a copy of your Tax Exemption Certificate.  
We are pleased to quote special pricing below and reserve the right to “progress bill” as units are installed.  

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<th>Quantity</th>
<th>Description</th>
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| Irrigation Lake  | LL 6XL5 (6 valve) Aeration System Wired 230 Volt  
Includes 3,300 Feet of BottomLine™ Weighted Supply Tubing.  
Includes 25 Feet of Trenching  
(Additional trenching will be priced per foot)  | $11,430.60 |

Total Due Net 30 Days  
TAX EXEMPT  
$11,430.60

Terms & Conditions of Aeration Agreement

The above price is effective for 6 months from the date of this proposal.  
If you are tax exempt, please attach a copy of your Tax Exemption Certificate with contract.  

1. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.  

2. No claims of any kind, whether as to products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed, and failure to give notice of claim within sixty (60) days from date of delivery, or the date fixed for delivery respectively, shall constitute a waiver by BUYER of all claims in respect to such products. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of SELLER. Products shall not be returned to SELLER without SELLER’s permission. The remedy hereby provided shall be the exclusive and sole remedy of the BUYER. In no event shall the SELLER be liable for loss of production, damage to materials, injury to persons, or other remote or consequential damages resulting from breach of any warranty, whether express or implied, including any implied warranty of merchantability of fitness, or from any cause whatsoever.  

3. SELLER shall under no circumstances be responsible for failure or delay in filling any order or orders when due to fires, floods, riots, strikes, freight embargoes or transportation delays, shortage of labor; material unavailability, inability to secure fuel, material, supplies or power at current prices or on account of shortages thereof, acts of God, or the public enemy; governmental order and/or regulations, affecting the conduct of SELLER’s business with which SELLER in its judgment and discretion deems it advisable to comply as a legal or patriotic duty or to any cause beyond the SELLER’s reasonable control.  

4. In the event of liability, for any reason, to supply the total demands for the material specified in BUYER’s order, SELLER may allocate its available supply among any or all purchasers, as well as departments and divisions of
SELLER on such basis as SELLER may deem fair and practical without liability for any failure of performance which may result therefrom.

5. The BUYER may terminate this contract in whole or in part upon notice in writing to SELLER. The BUYER shall pay the SELLER the contract price for all products which have been completed prior to termination, and the cost of material or work in process, applicable taxes, plus a reasonable profit thereon, but in no event more than the contract price, or less than $25.

6. Notwithstanding the credit terms shown, all shipments are at all times subject to the approval of SELLER’s Credit Department and if the financial responsibility of BUYER is or becomes unsatisfactory, or if BUYER fails to make any payment in accordance with the terms of this contract, then, in any such event, SELLER may defer or decline to make any shipment hereunder except upon receipt of satisfactory security or cash payments in advance, or it may terminate this contract.

7. SELLER warrants that the products sold hereunder shall be free from defects in material and workmanship. SELLER’s liability shall be limited solely to replacement or repair, and SELLER shall not be liable for any consequential damages nor for any loss, damages or expenses directly or indirectly arising in connection with the purchase or use of the products.

8. SELLER may instruct that remittances shall be sent to a bank or other receiving agency or depository. No receiving agency or depository has authority to settle claims for SELLER or to accept payment tendered as payment in full. Therefore, BUYER agrees that notwithstanding any endorsements or other legend appearing on BUYER’s checks, drafts or other orders for payment of money, constitute payment in full or settlement of account.

9. **Collection terms are as specified on the face of signed agreement.** All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. No retainage shall be withheld from any payment involving this contract.

10. Any of the terms and provisions of BUYER’s order which are inconsistent or at variance with the terms and provisions hereof shall not be binding on the SELLER and shall not be considered applicable to the sale or shipment of the materials mentioned and referred to herein. SELLER’s agreement with BUYER is hereby made expressly conditional on BUYER’s assent to the terms and conditions hereof. Unless BUYER shall notify SELLER in writing to the contrary as soon as practicable after receipt of the acknowledgment by BUYER, acceptance of the terms and conditions hereof by BUYER shall be indicated and, in the absence of such notification, the BUYER’s acceptance of the goods shall be equivalent to BUYER’s assent to the terms and conditions hereof. No waiver, alteration or modification of any of the provisions hereof shall be binding on the SELLER unless made in writing and agreed to by a duly authorized official of the SELLER. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.

11. This Agreement shall be governed by the Uniform Commercial code as adopted in the State of Florida, in the United States of America and as effective and in force on the date of this Agreement. Any action for breach of the agreement must be commenced within one (1) year after the cause of action has occurred.

12. This contract is not assignable or transferable by BUYER, in whole or in part, except with the written consent of SELLER.

13. Any errors appearing on the face hereof or incorporated herein are subject to correction with the consent of both parties.

14. This contract may be amended or modified only by a written agreement signed by an authorized official of each party expressly referring to this contract.

15. We reserve the right to progress bill as units are installed.

16. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney’s fees and court costs against the non prevailing party including appellate level.

17. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees
that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this agreement.

**Buyer’s Responsibilities**

CUSTOMER to provide final voltage as specified above to completed compressor at lakeside. CUSTOMER will be responsible for the supply, trenching and installation of the power to the compressor cabinet.

**PERMITTING:** It is the PURCHASER’s obligation to secure required permits and/or approvals from local authorities prior to installation of the diffuser.

**WARRANTY:** VERTEX will repair or replace, from date of install, any defective parts for a period of 2 years and diffuser unit 5 years.

Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.

The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Vertex Water Features invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.

| Property Owner(s): |  |
| Owner Address: |  |
| Owner Phone #: |  |

<table>
<thead>
<tr>
<th>Vertex Water Features’ Signature</th>
<th>Date</th>
<th>Authorized Customer’s Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print Company Name</th>
<th></th>
</tr>
</thead>
</table>

---
Aeration Maintenance Agreement

This Agreement made the date set forth below, by and between Vertex Water Features, a division of Aquatic Systems, Inc., a Florida Corporation, hereinafter called "Vertex", and

Ms. Kareen Richard  
Venetian Community Development District  
102 Pesaro Drive  
North Venice, Florida 34275  
(941) 485-8500  
krichard@vcdd.org  

One-Year Agreement - Automatic Renewal Semiannual Visits

Date of revision: August 22, 2016  CB-R Update correspondence and date.
Date of revision: August 26, 2016  CB-R Update correspondence and remove tax.

hereinafter called "Customer". The parties hereto agree as follows:

1. Vertex agrees to perform aerator maintenance in accordance with the terms and conditions of this Agreement at the above-named site.

2. SEMIANNUAL (2) maintenance visits, as required (approximately once every 180 days). 
First maintenance will be performed six (6) months AFTER installation. 
Additional visits will be billed at time and materials.

3. CUSTOMER agrees to pay Vertex, its agents or assigns, the following sum for aerator maintenance:

Irrigation Lake: One Vertex LL 6XL5 Aeration System  
Includes Management Reporting  

$332.00 Semiannually  
TAX EXEMPT

Our service includes the maintenance of the following:

Compressor Services

♦ Replace compressor head gasket, piston cups and/or vanes, as needed to maintain required air volume & pressure output.
♦ Adjust air manifold and pressure relief valves to insure optimal performance.
♦ Replace external air filter twice per year.
♦ Replace internal air filters once per year.
♦ Clean muffler assembly and filter.
♦ Check and adjust compressor, CFM and PSI calibrate pressure relief valve.

QuietAir™ Cabinet Services

♦ Inspect and lubricate cooling fan.
♦ Remove excessive grass/weed growth from around compressor cabinet(s) to maintain optimal air flow and operating temperatures.
♦ Application of fire ant bait around cabinet, if necessary.
♦ Clean cabinet interior.
♦ Lubricate cabinet hinges and barrel lock.
♦ Test and reset GFI circuitry.

AirStation™ Diffuser Services

♦ Flex clean and adjust each AirStation™ diffuser assembly, for proper air flow and optimal performance.
♦ No parts or special repairs are included in our service other than those parts specified above.
♦ Additional repairs will be invoiced separately.
♦ By charging for maintenance, Vertex does not assume responsibility for parts failure and repair costs not covered above.

BottomLine™ Air Line Services

♦ Inspect and repair, airline supply tubing and fittings.

The above price is effective for 6 months from the date of this proposal.

Tax Exempt. If you are tax exempt, please provide a copy of your Tax Exemption Certificate.

1. If CUSTOMER requires ASI to enroll in any special third-party compliance programs invoicing or payment plans that charge ASI, those charges will be invoiced back to CUSTOMER.

2. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.

3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to CUSTOMER. If this maintenance agreement is part of a corresponding installation agreement, the maintenance
services will not begin until the installation is complete. If this is the case, then a notice will be sent to confirm commencement of service.

4. Customer agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the work areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold VERTEX harmless for the consequences of such services not arising out of VERTEX sole negligence.

5. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fires, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of terminate shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.

6. VERTEX, at its expense, shall maintain the following insurance coverages: Workman’s Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

7. If at any time during the term of this Agreement, CUSTOMER feels VERTEX is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform VERTEX by certified mail, return receipt requested, stating with particularity the reasons for CUSTOMER’s dissatisfaction. VERTEX shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, CUSTOMER continues to feel VERTEX’s performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice (“second Notice”) to VERTEX and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by VERTEX.

8. VERTEX agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of VERTEX; however, VERTEX shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

9. Collection terms are net 30 days from invoice date. In consideration of VERTEX’s providing services and/or products, the CUSTOMER agrees to pay its statements within 30 days of the statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER also agrees to pay all costs of collection, including reasonable attorneys’ fees. ASI may cancel this Agreement, If CUSTOMER is delinquent more than sixty (60) days on their account. Checks should be made payable to Aquatic Systems, Inc.

10. **Automatic Extension.** Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by VERTEX, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but, thereafter, VERTEX may, with thirty (30) days’ pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. VERTEX shall then have the option of terminating this Agreement without penalty to you.

11. If this Agreement is signed by owner’s agent, a change in agent will not void the terms of this Agreement.

12. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both VERTEX and the CUSTOMER.

13. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney’s fees and court costs against the non-prevailing party including appellate level.
14. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

_______________________________________________  ________________________________________________
Vertex Water Features’ Signature           Date       Customer/Authorized Agent’s Signature           Title
A Division of Aquatic Systems, Inc.       

Print Name                                              Date

Print Company Name
Your Custom Vertex Aeration System Design Specifications
Lake Solutions Ver. 16.0  05/7/12

Customer Name: Venetian CDD
Contact Name: Ms. Kareen Richard
Site Name/Number: Irrigation Lake
Date: August 26, 2016
Vertex Biologist: Conrad Vanderley

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
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<tbody>
<tr>
<td>Surface Acres</td>
<td>14.03</td>
</tr>
<tr>
<td>Perimeter Feet</td>
<td>3,155</td>
</tr>
<tr>
<td>Slope Ratio Relative to 1</td>
<td>3.0</td>
</tr>
<tr>
<td>Average Center Depth</td>
<td>16.0</td>
</tr>
<tr>
<td>Average Depth</td>
<td>14.0</td>
</tr>
<tr>
<td>Circulation Constraint Percentage</td>
<td>0.0</td>
</tr>
<tr>
<td>Total Acre Feet</td>
<td>196.7</td>
</tr>
<tr>
<td>Lake Volume (Gallons)</td>
<td>64,083,628</td>
</tr>
<tr>
<td>Monthly Influent Volume (Gallons)</td>
<td>9,000,000</td>
</tr>
<tr>
<td>Total Volume Requiring Aeration (Gallons)</td>
<td>68,583,628</td>
</tr>
<tr>
<td>GPM / XL5 AirStation</td>
<td>10,026</td>
</tr>
<tr>
<td>Gallons Pumped / Day</td>
<td>86,623,033</td>
</tr>
<tr>
<td>System Working Pressure (PSI)</td>
<td>13.5</td>
</tr>
<tr>
<td>Air Delivery Per AirStation at Depth(CFM)</td>
<td>3.5</td>
</tr>
<tr>
<td>Number of XL5 AirStations Specified:</td>
<td>6</td>
</tr>
<tr>
<td>Complete Turnovers / Day</td>
<td>1.26</td>
</tr>
</tbody>
</table>

**Terminology**

- **Surface Acres**: Total Surface Acres of Entire Water Body
- **Perimeter Feet**: Distance in Feet Along The Shoreline Around the Water Body
- **Bottom Slope Ratio**: Distance in Feet From Shoreline For Each Foot Increase in Depth
- **Average Center Depth**: Average of Depth Readings in Deepest Areas
- **Average Depth**: Average Depth of Entire Lake in Feet
- **Circulation Constraint %**: Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
- **Total Acre Feet**: An Acre Foot Equals One Acre One Foot Deep
- **Lake Volume**: Volume of The Entire Water Body Expressed in U.S. Gallons
- **Influent Volume**: Water Flowing into Lake that Requires Additional Aeration Capacity
- **GPM**: Gallons of Water Pumped Per Minute
- **Gallons Pumped / Day**: Total Gallons of Water Pumped by All AirStations Per Day
- **PSI**: Pounds Per Square Inch
- **CFM**: Cubic Feet Per Minute
- **# of XL5 AirStations**: Recommended Number of XL5 AirStations For Proper Aeration
- **Turnovers / Day**: Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface

Vertex Water Features
2100 NW 33rd Street, Pompano Beach, Florida 33069
Tel:800-432-4302 / Fax:954-977-7877
www.vertexwaterfeatures.com
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LL 6XL5

Legend
- Compressor Cabinet
- XL5 AirStation
- BottomLine Tubing

Optional Equipment
- Shoreline Valve Box
- 1" PVC Pipe

Site and System Specifications
- Surface Acres: 14.0
- Perimeter Feet: 3,155
- Lake Volume, Gal.: 64,083,628
- Total Acre Feet: 197
- # of XL5 AirStations: 6
- CFM / AirStation: 3.46
- GPM / AirStation: 10,026
- Daily Pumpage: 86,623,033
- Turnovers/Day: 1.26
- System PSI: 13.5
- Date: 8/26/16
Venetian Golf Driving Range

Basic Lake Assessment

Sample date: 6/22/2016
Report Date: 6/28/2016

Produced by: Caitlin Henderson
Lab and Field Biologist

Location 1 Water Quality Data 2
Location 2 Water Quality Data 3
Location 3 Water Quality Data 4
Aquatic Glossary 5

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Venetian Golf Driving Range, Site 1

Water Quality Data

Measured:
- Perimeter Feet: 3,100
- Surface Acres: 13
- Depth: 15.2

Calculated Approx.:
- Volume in Gal.: 58,322,900
- Total Acre Feet: 180

<table>
<thead>
<tr>
<th>Site Readings</th>
<th>Desired Range</th>
<th>Pump House Inflow</th>
<th>Sample Location 1</th>
<th>Your Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutrients - Total Phosphorus</td>
<td>&lt; 100 ppb</td>
<td>5300</td>
<td>2300</td>
<td>High</td>
</tr>
<tr>
<td>Water Clarity - Secchi Depth</td>
<td>≥ 4 Feet</td>
<td>--</td>
<td>3.3</td>
<td>Low</td>
</tr>
</tbody>
</table>

Observations

The trophic lake health index is: 115.8

Hypereutrophic lakes have a TSI index greater than 100 and usually experience heavy plankton algae blooms, dangerously low dissolved oxygen levels, occasional fish kills, poor water clarity, odor, bottom muck and undesirable blue green algae mats dominate.

The following issues have been observed:
- ☑️ Algae Blooms
- ☑️ Poor Water Clarity

Recommendations

Based on test results, the following is recommended:
- ☑️ Aeration
- ☑️ On-going water quality monitoring

Dissolved Oxygen: DO (ppm)

<table>
<thead>
<tr>
<th>Water depth (ft)</th>
<th>0</th>
<th>2</th>
<th>4</th>
<th>6</th>
<th>8</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Temperature (°F)

<table>
<thead>
<tr>
<th>Water depth (ft)</th>
<th>0</th>
<th>2</th>
<th>4</th>
<th>6</th>
<th>8</th>
<th>10</th>
<th>12</th>
<th>14</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>75</td>
<td>77</td>
<td>79</td>
<td>81</td>
<td>83</td>
<td>85</td>
<td>87</td>
<td>89</td>
</tr>
</tbody>
</table>

Your lake is: The dissolved oxygen and temperature profiles show the water column is stratified into separate water temperature layers resulting in reduced oxygen concentrations at lower depths. This often leads to fish kills, algae blooms, muck accumulation and foul odors.
Venetian Golf Driving Range, Site 1

**Water Quality Data**

<table>
<thead>
<tr>
<th>Perimeter Feet: 3,100</th>
<th>Surface Acres: 13</th>
<th>Depth: 14.8</th>
</tr>
</thead>
</table>

Calculated Approx.:

- Volume in Gal.: 58,322,900
- Total Acre Feet: 180

<table>
<thead>
<tr>
<th>Test</th>
<th>Desired Range</th>
<th>Pump House Inflow</th>
<th>Sample Location 2</th>
<th>Your Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutrients - Total Phosphorus</td>
<td>&lt; 100 ppb</td>
<td>5300</td>
<td>2300</td>
<td>High</td>
</tr>
<tr>
<td>Water Clarity - Secchi Depth</td>
<td>≥ 4 Feet</td>
<td>--</td>
<td>3.3</td>
<td>Low</td>
</tr>
</tbody>
</table>

**Observations**

The trophic lake health index is: 115.8

- High Eutrophic: 0 - 30
- Mesotrophic: 31 - 60
- Eutrophic: 61 - 90
- Hypereutrophic: 91 - 120

Hypereutrophic lakes have a TSI index greater than 100 and usually experience heavy plankton algae blooms, dangerously low dissolved oxygen levels, occasional fish kills, poor water clarity, odor, bottom muck and undesirable blue green algae mats dominate.

The following issues have been observed:

- Algae Blooms
- Poor Water Clarity

**Dissolved Oxygen: DO (ppm)**

Your lake is: The dissolved oxygen and temperature profiles show the water column is stratified into separate water temperature layers resulting in reduced oxygen concentrations at lower depths. This often leads to fish kills, algae blooms, muck accumulation and foul odors.

**Temperature (°F)**

Based on test results, the following is recommended:

- Aeration
- On-going water quality monitoring
Venetian Golf Driving Range, Site 1

**Measured:**
- Perimeter Feet: 3,100
- Surface Acres: 13
- Depth: 10

**Calculated Approx.:**
- Volume in Gal.: 58,322,900
- Total Acre Feet: 180

---

### Site Readings

<table>
<thead>
<tr>
<th>Test</th>
<th>Desired Range</th>
<th>Pump House Inflow</th>
<th>Sample Location 3</th>
<th>Your Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutrients - Total Phosphorus</td>
<td>&lt; 100 ppb</td>
<td>5300</td>
<td>2370</td>
<td>High</td>
</tr>
<tr>
<td>Water Clarity - Secchi Depth</td>
<td>≥ 4 Feet</td>
<td>--</td>
<td>3.3</td>
<td>Low</td>
</tr>
</tbody>
</table>

---

### Observations

The trophic lake health index is: **116.2**

![Trophic Lake Health Index Scale]

Hypereutrophic lakes have a TSI index greater than 100 and usually experience heavy plankton algae blooms, dangerously low dissolved oxygen levels, occasional fish kills, poor water clarity, odor, bottom muck and undesirable blue green algae mats dominate.

The following issues have been observed:

- ☑️ Algae Blooms
- ☑️ Poor Water Clarity

---

### Dissolved Oxygen: DO (ppm)

<table>
<thead>
<tr>
<th>Water depth (ft)</th>
<th>0</th>
<th>2</th>
<th>4</th>
<th>6</th>
<th>8</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dissolved Oxygen</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Your lake is:** The dissolved oxygen and temperature profiles show that oxygen levels drop with depth. It is recommended that circulation be introduced in order to maintain healthy oxygen levels on the bottom of the water column.

---

### Temperature (°F)

<table>
<thead>
<tr>
<th>Water depth (ft)</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
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<tbody>
<tr>
<td>Temperature</td>
<td>80</td>
<td>82</td>
<td>84</td>
<td>86</td>
<td>88</td>
<td>90</td>
<td>88</td>
<td>86</td>
<td>84</td>
<td>82</td>
<td>80</td>
</tr>
</tbody>
</table>

**Recommendations**

Based on test results, the following is recommended:

- ☑️ Aeration
- ☑️ On-going water quality monitoring
A Trophic State Index (TSI) provides a single quantitative result for the purpose of classifying and ranking lakes in terms of water quality. Nutrients such as phosphorus are usually the limiting resource for algae and plant abundance and therefore are used in creating a TSI reference number. Generally, the higher the lakes TSI the greater the likelihood of elevated nutrient levels, increased algae problems and decreased water clarity.

Most of Florida’s geology provides for very nutrient rich sediments which cause lakes to have naturally high primary productivity and be naturally eutrophic.

<table>
<thead>
<tr>
<th>Nutrient Tested</th>
<th>Desired Range</th>
<th>Issues with high levels</th>
<th>Likely causes of high levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Phosphorus</td>
<td>&lt;100 ppb</td>
<td>&gt;100 ppb can cause excessive aquatic weeds and algae</td>
<td>Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments</td>
</tr>
</tbody>
</table>

**Benefits of Aeration Systems**
- Reduce phosphorus, nitrogen, and ammonia levels
- Increase oxygen uptake and distribution throughout the water column
- Assist in creating an aerobic layer above the sediment and therefore reduce phosphorus leaching back into the lake’s water column
- Reduce plankton algae blooms and improve water clarity
- Eliminate foul shoreline odors
- Reduce the possibility of an oxygen related fish kill and allow the fish to utilize the entire water column for habitat.

**Alum (Aluminum Sulfate)**
A product that binds phosphorus in its various forms, removing it from the water column and binding it within the sediment layer, thus making it unavailable for uptake by organisms. This treatment has been shown in multiple studies to significantly reduce nutrient levels and improve water clarity.